

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

1.a.

SUBJECT: Consideration of an Agreement with Sampson, Sampson & Patterson, LLP
for audit services

DISCUSSION: The City is required to perform a financial audit for all its entities each year from an outside organization. The purpose of this service is to provide financial information to the public and investors for transparency. In addition, the auditors will test for accuracy, controls, and fiscal policy. Once complete, a report called The Financial Statements is generated with the auditor's findings and all standard governmental financial reports. Lack of completion could result in State and Federal funds being withheld.

The City has used Sampson, Sampson & Patterson, LLP since 2012 to perform the financial audit. To provide this service again for the fiscal year 2018-2019 report, this firm will be charging the City a range of \$40,000 to \$45,000 for services to test and gather information. In addition, this firm would charge a range of \$12,000 to \$15,000 to prepare the financial report.

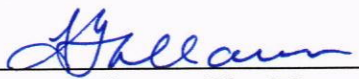
RECOMMENDATION: Approve the agreement with Sampson, Sampson & Patterson, LLP, for audit services and authorize the City Manager to execute an agreement not to exceed \$60,000.

/s/

Isaac Moreno, Assistant City Manager

10/3/2019

Date


Teresa Gallavan, City Manager

10-3-19
Date



Sampson, Sampson & Patterson, LLP
CERTIFIED PUBLIC ACCOUNTANTS

3148 Willow Avenue, Suite 102
Clovis, California 93612-4739
(559) 291-0277 • FAX (559) 291-6411

August 28, 2019

City of Selma
ATTN: Teresa Gallavan, City Manager
City Hall
1710 Tucker Street
Selma, CA 93662

We are pleased to confirm our understanding of the services we are to provide the City of Selma for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate blended component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Selma as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Selma's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Selma's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Required Supplementary Pension Information.
4. Required Supplementary OPEB Information and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Selma's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

- A report on compliance with California Constitution Article XIIIB Appropriations Limit.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Selma's financial statements. Our report will be addressed to the management and the governing board of the City of Selma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Selma is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting, or

misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Selma's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements of the City of Selma in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for preparation of supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Selma; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Sampson, Sampson & Patterson, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City of Selma, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such requests. If requested, access to such audit documentation will be provided under the supervision of Sampson, Sampson & Patterson, LLP's personnel. Furthermore, upon request we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the City of Selma. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Bill Patterson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee range \$40,000 to \$45,000 for the audited financial statements as well as a fee range of \$12,000 to \$15,000 for assisting in the preparation of the financial statements and financial reports. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Selma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Sampson, Sampson & Patterson LLP

Sampson, Sampson & Patterson, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Selma.

By: _____

Title: _____

Date: _____



Sampson, Sampson & Patterson, LLP
CERTIFIED PUBLIC ACCOUNTANTS

3148 Willow Avenue, Suite 102
Clovis, California 93612-4739
(559) 291-0277 • FAX (559) 291-6411

PROPOSER GUARANTIES AND WARRANTIES

- A. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Engagement Letter dated August 28, 2019.
- B. Proposer states that it is willing and able to comply with State of California laws with respect to foreign (non-State of California) corporations.
- C. Proposer warrants that it has obtained an errors and omissions insurance policy providing \$2,000,000 policy coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- D. Proposer's work will be performed in accordance with Professional Standards and shall defend, and hold harmless the City of Selma and its officers, officials, employees and agents from/and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigations) of every nature arising out of or in connection with proposer's work hereunder or its failure to comply with any of its obligations contained in the agreement, except for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly to the City's acts.
- E. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Selma.

Signature of Official: 

Name: William Patterson, CPA

Title: Partner

Firm: Sampson, Sampson & Patterson, LLP

Date: August 28, 2019

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

1.b.

SUBJECT: Consideration of the lease agreement with the Ray Morgan Company for Copier Machines Lease


DISCUSSION: Since 2014, the City has utilized Ray Morgan to lease copier machines with a five-year term throughout all City departments. With the expiration of the agreement approaching, the Finance and IT Departments did a fiscal and logistical analysis to assess the City's staff needs. From this assessment a request for proposals (RFP) was executed. The following organization responded to the RFP:

- Wizix
- Ray Morgan
- AOS
- California Business Machines
- Select Business Machines
- A+ Business Systems


From this analysis it was determined that Ray Morgan would provide the lowest rate service with a quality product that was recommended by our IT providers. The lease agreement gives a full maintenance warranty with an assurance for a service technician to arrive within 24 hours from the call for service. The monthly lease payment will increase to \$1,191.00 and the printing cost will decrease to \$.0049 for black and white images plus \$.044 per color image. This is an increased amount of \$132.55 from our current lease but we will be receiving two additional large capacity copiers and a service warranty for 10 currently owned desktop printers.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$22,999.20 Estimate		
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Internal Services-Data Processing and General Fund Fund Balance: Data Processing: \$195,176.97 General Fund: FYE 2017-18 \$4,764,100.66		

RECOMMENDATION: Approve and authorize the City Manager to execute the lease agreement with Ray Morgan for Copier services


 Isaac Moreno, Assistant City Manager

10-3-19
 Date


 Teresa Gallavan, City Manager

10-2-19
 Date

**Ray Morgan Company****State & Local Government
Value Rental Lease Agreement**

APPLICATION NO.

2552922

AGREEMENT NO.

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470The words **User, Lessee, you** and **your** refer to **Customer**. The words **Owner, Lessor, we, us** and **our** refer to **Ray A. Morgan Company**.**CUSTOMER INFORMATION**

FULL LEGAL NAME City of Selma			STREET ADDRESS 1710 Tucker Street	
CITY Selma	STATE CA	ZIP 93662	PHONE 559-891-2200	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES See attached Schedule A	SERIAL NO.	STARTING METER
<input checked="" type="checkbox"/> See the attached Schedule A <input type="checkbox"/> See the attached Billing Schedule		

TERM AND PAYMENT SCHEDULE

60	Payments* of \$ 1,191.00	The rent contract payment ("Payment") period is monthly unless otherwise indicated.		*plus applicable taxes
Payment includes 0	B&W Images per month	Overages billed at \$.0049	per B&W image*	
Payment includes 0	Color Images per month	Overages billed at \$.044	per Color image*	
Payment includes	Scans per month	Overages billed at \$	per scan*	

Please check one: **Meter Readings verified:** ☒ Monthly ☐ Quarterly ☐ Other: _____ (If nothing is selected, then Quarterly will be your Meter Reading option.)

OWNER ACCEPTANCE

Ray A. Morgan Company			
OWNER	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City Of Selma	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
94-6000431			
FEDERAL TAX I.D. #	PRINT NAME		

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default).

City Of Selma	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. **AGREEMENT:** You agree to rent from us for essential governmental purposes only, the personal property described under "EQUIPMENT DESCRIPTION" on the attached Schedule and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, parts, accessories, repairs and additions all referred herein as "Equipment") and/or to finance certain-licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) together represent the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order, invoice, request for proposal, response, proposal or other document. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address, as it may be needed. This Agreement becomes valid upon execution by us and begins on the delivery date and acceptance of the Equipment. In order to provide for an orderly transaction and a uniform billing cycle, and unless otherwise specified, the "Effective Date" of this Agreement will be the 20th day of the month following the installation (for example, if the Equipment is installed on June 5th the Effective Date will be June 20th). You agree to pay a prorated rental amount for the period between the installation and the Effective Date ("Transition Billing") based on the minimum usage payment prorated on a (30) thirty day calendar month which will be added to your first month invoice. In addition, should this Agreement replace a previous Ray A. Morgan Company generated equipment lease, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. Unless otherwise stated in an addendum hereto, this Agreement will renew for month-to-month basis unless you send us written notice at least 30 days before the end of the scheduled term that you want to return the Equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **REPRESENTATIONS AND WARRANTIES: CUSTOMER:** You hereby represent and warrant that: (a) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used only for your essential governmental or proprietary functions consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

3. **RENT, TAXES AND FEES:** Subject to paragraph 4, you will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$20 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. (Continued on Page 2)

4. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; free and clear of all liens and claims; and only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return (and all expenses associated with its removal), including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

10. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

11. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

12. **LAW, JURY WAIVER:** Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray A. Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: ☐ purchased ☐ Has existing ☐ Declined and will be responsible for damage caused by not having a surge protector.

14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, we may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.

15. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE/SCAN VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

16. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

17. **CALIFORNIA JUDICIAL REFERENCE AGREEMENT:** The parties agree that any and all disputes, claims and controversies arising out of this Agreement (including, but not limited to, actions arising in contract or tort and any claims by a party against us related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section in lieu of the jury trial waiver(s) otherwise provided in this Agreement.

Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Section shall be deemed to apply to or limit our rights (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement for judicial reference of any Dispute.

If a Dispute includes multiple claims, some of which are found not subject to this Section, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section until all other Disputes or parts thereof are resolved in accordance with this Section. If there are Disputes by or against multiple parties, some of which are not subject to this Section, the parties shall sever the Disputes subject to this Section and resolve them in accordance with this Section. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee. In the event of any challenge to the legality or enforceability of this Section, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith. THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.



Ray Morgan Company

Schedule "A"

APPLICATION NO.
2552922

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the Agreement dated 9/6/2019 by and between the undersigned and Ray A. Morgan Company.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
2 HP	Color LaserJet Pro M479fdn – 1711 Tucker St	
1 HP	HP LaserJet Pro M404DN – 1710 Tucker St	
1 Canon	IR 525iF III – 1710 Tucker St	
1 Canon	IR C5535i III – 1935 High St	
1 Canon	IR C5535i III – 1710 Tucker St	
1 Canon	IR C5535i III – 1710 Tucker St	
1 Canon	IR C5535i III – 1711 Tucker St	
1 Canon	IR C5535i III – 1935 E Front St	
1 Canon	IR C5535i III – 1935 E Front St	
1 Canon	IR C5535i III – 2301 Selma St	
1 Canon	IR C5560i III – 1710 Tucker St	
1 Canon	IR C5560i III – 1935 E Front St	
1 Canon	IR C5535i III -	
1 HP - Service Only	HP LJ Pro M402dne – 1710 Tucker St	
1 HP – Service Only	HP LJ M477fdn – 1935 E Front St	
1 HP	HP LaserJet Pro M404DN – 1711 Tucker St	
1 HP	HP LaserJet Pro M404DN -1935 E Front St	
2 HP	Color LaserJet Pro M479fdn – 1935 E Front St	

RATE LOCKED FOR 60 MONTH

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

X

CUSTOMER

SIGNATURE

TITLE

DATED

29895 (2012 v1)

Rev. 02/19/2015

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

1.c.

SUBJECT: Consideration of a Professional Services Agreement with Data Path Fresno, LLC for Information Technology Services

DISCUSSION: Data Path (formally VNS) has been providing IT services to the City for over 10 years. Their services allows the City to maintain a secure IT system and provide day-to-day support for most of our hardware and software needs.

Attached is the proposed agreement for one year that does not have an increase in costs from the prior year.

Scope of Work:

1. Data Path will install and utilize an Advanced Trouble Ticket System with a client portal. The portal supplies analytics & reports of service calls, system documentation, and discovery with reporting. Additionally, the system provides the ability to administer supported systems remotely.
2. Data Path Procurement department will provide quotes for additional services as requested. Data Path utilizes four distributors and seeks best pricing based on its preferred manufacturer relationships.
3. Data Path monitors and supports all customer designated systems. Support will contact customers within two hours of ticket submission. Tickets are triaged in order of priority. First priority goes to critical systems outages. After addressing critical systems, the remaining tickets are prioritized by business impact and scheduled accordingly. Normal business hours are 7am-6pm, Monday through Friday. Data Path service provides for emergency after hours support for identified Critical Business Systems at no additional cost to the customer. Data Path invoices for non-critical systems work performed outside of normal business hours. Data Path will coordinate with customer's outside vendors when any systems it monitors and maintains are affected.
4. Data Path will conduct a thorough infrastructure review by a Senior Engineer. The Engineer will work with the Account Manager and other team members to gather information for a bi-annual review (Technical Business Alignment) with the customer. The review will focus on future planning and system requirements to support those plans. Additionally, Data Path will present upcoming projects, subscriptions and warranty renewals.
5. Data Path will support City of Selma's network, backups, servers and storage, virtual infrastructure, wireless and phone systems.
6. Data Path will support City of Selma's end user devices (PCs, laptops, printers, and designated peripherals) with onsite support. Onsite support personnel will ensure tickets are opened to track workload.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$129,900.00		
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Internal Services-Data Processing Fund Balance: \$195,176.97		

RECOMMENDATION: Council authorize the City Manager to execute the attached Professional Services Agreement for Data Path Information Technology Services.

Isaac Moreno, Assistant City Manager

Date



10-2-19

Teresa Gallavan, City Manager

Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Data Path Fresno LLC("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Information Technology Services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Twenty-Nine Thousand, Nine Hundred (\$129,900.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **DUTY TO DEFEND**. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement

or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
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To Consultant:	David Darmstandler Data Path Fresno LLC 364 W. Fallbrook Avenue Fresno, CA 93711
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15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Selma

"CONSULTANT"
Data Path Fresno LLC

By: _____
Scott Robertson, Mayor

By: _____
David Darmstandler, Co-Founder

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal Costanzo, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

Scope

Datapath recommends, procures, installs and maintains services all City network equipment (switches, routers, firewalls, access points). We recommend business class equipment from industry leading manufactures. We typically procure the approved equipment through one of our four primary distributors utilizing manufacturing partnerships to gain additional discounts. Our project team installs all equipment and ensures industry best practices are applied. Our service team monitors systems and services all assigned tickets to resolution. Service includes responding to alerts, scheduled maintenance, and requested maintenance. Automated processes execute patching and backups and are validated post execution. System generated analytics are made available online in a dashboard format for real-time view of delivered services. Our Account Managers work with the engineering team and the customer to review service performance and plan system upgrades and maintenance to enhance business operations. These reviews can occur on a quarterly or semiannual basis at the customer's discretion.

Network Administration Services

Datapath will:

- Manage Customer firewalls to ensure safe delivery of network services from designated internet providers. Backup firewall configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer switching network utilizing best practices to maximize network uptime, throughput and reliability. Backup switch configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer Cisco phone network utilizing best practices to maximize uptime, call quality and reliability. Backup phone router configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer wireless network utilizing best practices to maximize network uptime, throughput and reliability. Backup wireless access point configurations will be stored to reduce recovery time in the event of system failures.

Server Administration Services

Datapath will:

- Manage City servers to ensure applications are available, secure, efficient, reliable and are recoverable in the event of a system failure. This will be accomplished by ensuring platforms are configured in accordance with the software vendors required specifications to include sufficient RAM, storage and processing capability.
- Maintain those applications that provide server functionality: such as Windows Server, Exchange Server and VMware ESXi, Veeam.

- Proactively maintain server equipment in accordance with industry standards and maintain records reflecting all work performed. Datapath has developed operations, administrative, and quality assurance back-up plans and procedures to address server support.
- Perform server administrative functions such as setting up user logins, security, resource management and change management, such as device driver upgrades, software patch management.
- Coordinate repair and maintenance work with contracted repair vendors when requested to minimize downtime and expedite repairs.
- Notify designated City personnel in the event of failure and provide 24x7 on-call support.

Note: Datapath is not responsible for the functionality of any line of business software, but will make best effort to troubleshoot such software in conjunction with the vendors representatives.

Desktop Administration Services

Datapath will:

- Perform basic support functions including installing personal computers, laptops, printers, and peripherals
- Diagnose and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting end user hardware problems, and performing advanced troubleshooting.
- Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.
- Assist designated City personnel with software and hardware purchases and the annual budget process.
- Assist City staff with third-party desktop and server software issues when direct user contact with the vendor has not been successful.

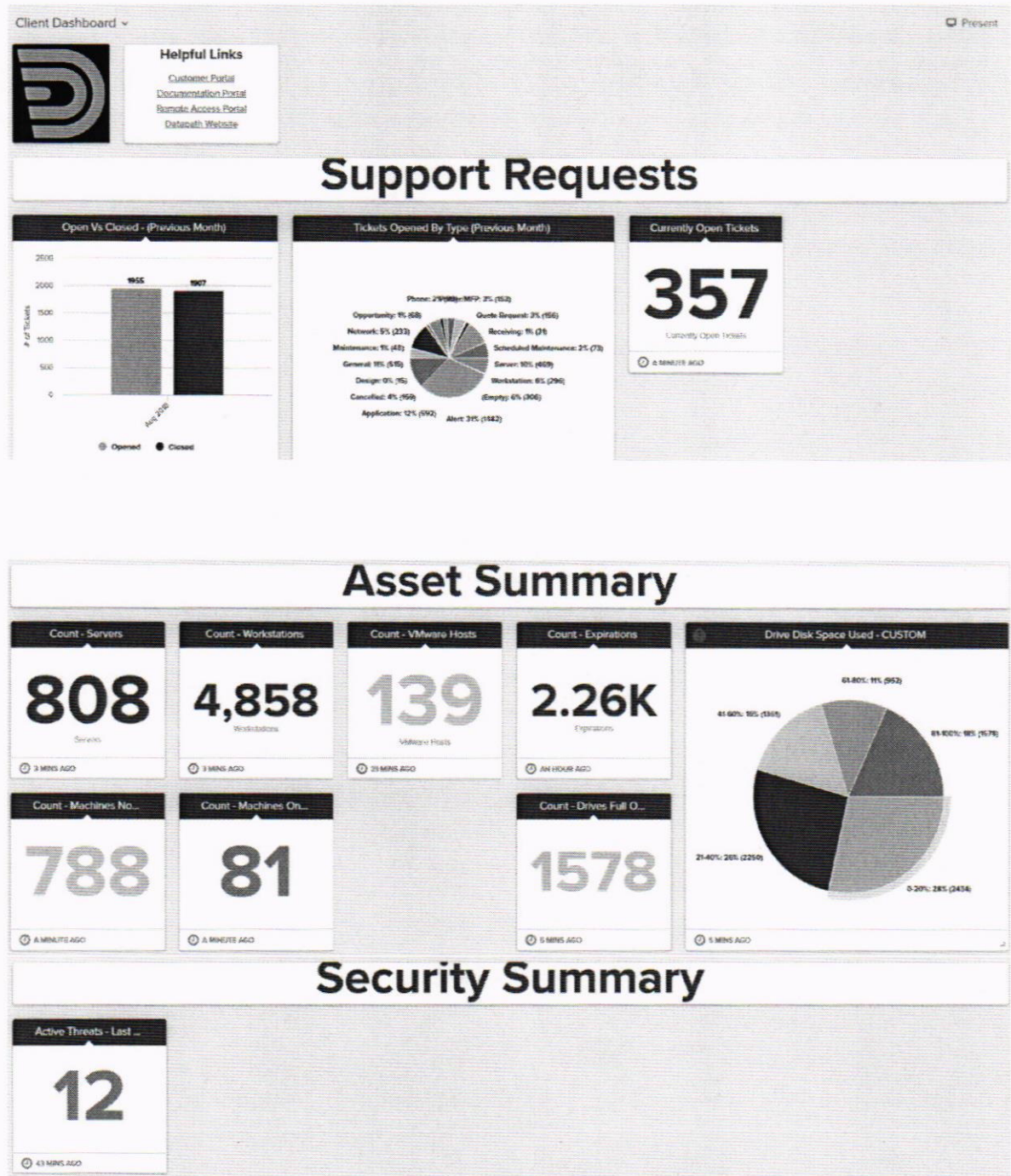
Network Security

Datapath will

- Ensure maintenance of virus detection programs on City servers, email, and all other computers and laptops including antivirus/antispyware software.
- Maintain remote access in a secure environment and provide remote access administration as requested by designated City personnel.
- Maintain the following: SPAM filtering, Firewall configurations for: virus detection, secure and reliable internet access, internet content filtering and reporting
- Maintain file backups for disaster recovery.

Reporting

Datapath will provide the City with a portal/dashboard to access all contract related information. The following pages depict the customer portal:



Patching Summary

#Patching Overview - Servers										
Location	Agent Name	Operating System	Status	Missing	Last Result	Pending Reboot	Last Patch Day	Next Patch Day	Do Not Patch Reason	
CA-Modesto-Colo	VC-EXCH-CAS01	Microsoft Windows Server 2012 R2 Datacenter x64	>5 Missing	214	●	⌛				
CA-Modesto-Colo	VC-EXCH-FE01	Microsoft Windows Server 2012 R2 Datacenter x64	>5 Missing	207	●	⚠				
CA-Modesto-Colo	VC-EXCH-DC01	Microsoft Windows Server 2012 R2 Datacenter x64	>5 Missing	204	●	⚠				
🕒 4 MINS AGO										

#Patching Overview - Workstations										
Location	Agent Name	Operating System	Status	Missing	Last Result	Pending Reboot	Last Patch Day	Next Patch Day	Do Not Patch Reason	
CA-Hughson-Main Office	VERITON-PC	Microsoft Windows 7 Ultimate x64	>5 Missing	238	●	⌛				
CA-Hughson-Main Office	ANGELIQUE-PC	Microsoft Windows 7 Professional x64	>5 Missing	238	●	⌛				
CA-Hughson-Main Office	HPPRO3400-PC	Microsoft Windows 7 Ultimate x64	>5 Missing	238	●	⌛				
CA-Hughson-Main Office	JOHND-PC	Microsoft Windows 7 Ultimate x64	>5 Missing	211	●	⌛				
CA-Manteca-Main Office	1 LAPTOP1	Microsoft Windows 7 Professional	>5 Missing	205	●	⌛				
🕒 4 MINS AGO										

Backup Summary

Backup Summary

Strategic Planning

Datapath will conduct a thorough infrastructure review by a Senior Engineer. The engineer will work with the Account Manager and other team members to gather information for a bi-annual/quarterly review (Technical Business Review) with the customer. The review will focus on future planning and system requirements to support those plans. Additionally, Datapath will present upcoming projects, subscriptions and warranty renewals.

IT Management

Datapath will assign an Account Manager. He will become familiar with all aspects of the City of Selma's IT management service requirements. His function is to ensure short and long-term requirements addressed, planned and coordinated with the City of Selma. The Account Manager will make available needed expertise for planning and execution of all services and prioritize the work efforts to ensure project completion.

Personnel

Under this contract, Datapath will provide a mix of onsite and remote services with qualified personnel to perform the required work under the agreement resulting from this agreement. A full time Desktop Administration Engineer will work onsite 40 hours per week and System Engineers will perform work remotely, coming onsite as necessary. Individuals are trained on the latest versions and releases of products required to deliver superior services. Datapath personnel will be available during normal

business hours: Monday – Friday, 8am – 5pm, with a guarantee of no more than a 2- hour response time for instances that may occur outside of the normal business hours for emergency purposes.

Service Levels

The City expects the winning IT Outsourcing firm have an IT personnel onsite at least once a week and to meet the following service levels for ticket resolution:

Priority	Response Time	Resolution Time
Urgent (Multiple staff members unable to function)	2 hours	90% resolved in less than 4 hours
High Priority (Single system down or critical function unavailable)	2 business hours	90% resolved in less than 8 hours
Medium Priority (Issue reduces productivity)	2 business hours	75% resolved in less than 16 business hours
Low Priority (Issue reduces productivity, but work around exists)	2 business hours	75% resolved in less than 1 week

NOTE: Tickets requiring procurement of new hardware / software or tickets that result in work on line of business applications of which we have no control, will be excluded from above resolution times.

Onboarding

Upon award, Datapath will execute our onboarding process. This process involves a detailed discovery through installing our automated tools and deploying an engineer to fully populate our database, IT Glue, with detailed information. This database allows Datapath to make recommendations for configuration and upgrades to your systems through our Technical Business Review allows engineers to quickly pinpoint information needed for troubleshooting and maintenance.

Upon award, Datapath will reiterate the support request process by sending out our support request procedures information sheet.

Service Delivery

All our service delivery process begins with a support request, either by phone or by email. We create a ticket manually with a phone call or automatically with an email. We contact the customer within 2 hours (our average contact time is less than 20 minutes) to perform / coordinate service. Datapath's average time to close a support ticket is less than 2 hours. When a critical system reports down, we immediately escalate and assign an engineer to engage the customer to begin the resolution process. Any tickets that require a hardware or software purchase to resolve are suspended until the hardware

or software is received. Once the work is complete the Dispatcher will document the closure of the call and a customer satisfaction email will automatically be generated to rate the quality of the service provided.

Service delivery hours are 8am – 5pm, M-F. We provide 24x7x365 on-call “Critical Systems Down” support as part of the Datapath contract. We will bill scheduled off-hour maintenance and off-hour non-critical systems support separately.

Our maintenance tool, Labtech, generates tickets and assigns them a priority. Dispatch then reviews and assigns them to engineers to remediate any necessary fixes. Once created, the ticket resolution process remains the same for alerts or system maintenance. Due to the quantity of alerts, we do not notify the customer for alert tickets unless fixes will disrupt services. However, all tickets are viewable through the customer portal.

Scheduled

Scheduled software/system patching happens automatically on an agreed upon schedule. Critical firmware upgrades happen as necessary; non-critical firmware upgrades happen when performing regular maintenance to minimize downtime.

Scheduled backups (snapshots and changes), validated daily, happen automatically on an agreed upon schedule. All equipment configurations are stored in IT Glue and are readily available should they need to be re-installed. Datapath stores configurations for all critical infrastructure hardware.

Data Analysis

Our customer dashboard/portal displays analytical data in a format that allows the customer to view overall system health at a glance. Clicking on the table/graph/number allows the customer to view the data behind the display. Customers can print reports from the Customer Portal.

EXHIBIT B
RATE SCHEDULE

Fees:

\$10,825.00 per month. Invoiced on the 1st of each month, payable within 30 days

\$5,150.00 FULL TIME ON-SITE SUPPORT

\$5,675.00 REMOTE SUPPORT (ONSITE NEEDED)

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

1.d.

SUBJECT: Consideration of an Access Agreement with Ring, LLC, for ongoing digital access and support to the Ring Neighbors Portal, at no cost to the City of Selma

DISCUSSION: City Council approval is requested to execute all necessary documents to enter into an Access Agreement ("Agreement"), with Ring, LLC ("Ring") for digital access and support to the Neighbors Portal.

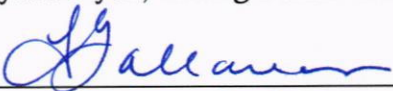
The Neighbors Portal is a platform where users of the Neighbors by Ring app ("App") can share video, comment on real time crime and receive alerts pertaining to a user-defined neighborhood. Users include App subscribers, law enforcement, and the Ring team. Police personnel will be able to view subscriber-approved, uploaded videos to the portal. App subscribers will have the option to decline the sharing of requested video. Through this portal, the Selma Police Department ("SPD") will be able to communicate and encourage community engagement to promote public safety through partnerships.

This Agreement establishes each parties' responsibilities regarding access to the Neighbors Portal. Ring will provide these services, along with support and training, to SPD without charge. SPD will be responsible for maintaining appropriate access controls for authorized personnel using the Neighbors Portal. Either party may terminate the Agreement at any time for any reason.

FISCAL IMPACT: There is no fiscal impact associated with this recommendation. This recommendation will result in minimal impact to staff hours beyond normal budgeted scope of duties and is consistent with existing City Council and Department priorities.

RECOMMENDATION: Council approve and authorize the City Manager to execute all necessary documents to enter into an Access Agreement, and any subsequent amendments, with Ring, LLC, for ongoing digital access and support to the Ring Neighbors Portal, at no cost to the City of Selma (city-wide).

/s/_____
Myron Dyck, Acting Police Chief


Teresa Gallavan, City Manager

10/3/2019
Date

10-3-19
Date



Neighbors by Ring

Access Agreement

This agreement provides the City of Selma ("Agency") access to the Neighbors Portal for the purpose of engaging Selma's Neighbors app users subject to the following terms and conditions:

Ring

- Will make the Neighbors app available to community residents free of charge.
- Will make the Neighbors Portal available to Agency free of charge.

Agency

- Will maintain appropriate user access control to Neighbors Portal for Agency personnel, including ensuring credentials are not shared beyond the Agency's law enforcement personnel and ensuring that terminated personnel will not have access to the Neighbors Portal.
- Will use Neighbors Portal only for legitimate law enforcement purposes.

Public Announcement

Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app announcements to Ring Neighbors announcing Agency's participation in the Neighbors app.

Cost and Compensation

There is no cost associated with this agreement nor any endorsement or promotional requirements. At no point shall either party receive compensation from each other as a result of this program.

Ring Standard Terms

Ring's Terms of Service, Privacy Notice, and the Ring Neighbors' Community Guidelines as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Notification

You will promptly notify Ring if you become aware that you or your Agency's personnel have violated any of the foregoing terms.

RING LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Selma

Signature: _____

Name: _____

Title: _____

Date: _____

Verification code: _____

**A verification code was mailed to the primary contact for this agency at the address listed in public records. Please enter that verification code here prior to submitting this access agreement for processing.*

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

1.e.

SUBJECT: Discussion and Direction Regarding Submission of a Grant Application for Alternative Fuel Vehicles with San Joaquin Valley Air Pollution Control District

DISCUSSION: San Joaquin Valley Air Pollution Control District develops and administers multiple grant programs to reduce harmful emissions throughout the Valley. One of these programs is the Public Benefit Grant, which is intended to assist public agencies with funding for alternative fueled vehicles such as electric, plug-in hybrid, CNG, and LNG. Each agency can submit for funding up to \$20,000 per vehicle, with a limit of \$100,000 per year.

The application process is first-come, first-served and is open to most public agencies. We will be required to submit annual reports, properly maintain vehicle according to the manufacturer's recommendations, and maintain replacement value insurance for the vehicle for a three-year contract term.

Public Works and the Police Department have expressed an interest in purchasing one ZeroNox eTuatara Electric all-terrain utility vehicle model EFC2, and two ZeroNox EC4. The Police Department would be utilizing the two EC4's for law enforcement and public events. Public Works would be utilizing one EFC2 for parks, ground maintenance, and public events as well. The cost per model is as follows:

eTuatara (EFC2) -
price = \$17,900
tax = \$1,517.03 (8.475%)
Total Cost = \$19,417.03
Grant Funding Received = \$19,417.03
Total Out-of-pocket per vehicle = \$0


EC4 -
price = \$19,995
tax = \$1,694.58 (8.475%)
Total Cost = \$21,689.58
Grant Funding Received = \$20,000 (max \$20,000)
Total Out-of-pocket per vehicle = \$1,689.58 (Estimate)

The estimated out-of-pocket cost will be funded via the Equipment Replacement Fund. The Finance Department requested two other quotes from qualified vendors to ensure the best available price.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
<u>\$3,379.15 Estimate</u>		
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Equipment Replacement Fund Fund Balance: \$611,539		

RECOMMENDATION: Authorize the City Manager to submit a Grant Application with the San Joaquin Valley Air Pollution Control District to fund three electric vehicles.

/s/
Isaac Moreno, Assistant City Manager


Teresa Gallavan, City Manager

10/3/2019
Date

10-3-19
Date

RESOLUTION NO. 2019 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING CITY MANAGER TO SUBMIT APPLICATION FOR SAN JOAQUIN VALLEY
AIR POLLUTION CONTROL DISTRICT (SJVAPCD) PUBLIC
BENEFIT NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM GRANT**

WHEREAS, THE City of Selma desires to purchase alternative-fuel vehicles that will help the environment;

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized, on its behalf to submit the proposal to SJVAPCD and is authorized to execute the program on behalf of Selma City Council; and

IT IS AGREED the City of Selma will commit to a three (3) year contract period where they agree to all grant requirements and will sign a contract agreeing to the project milestones and completion deadlines prior to funding.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 7th day of October 2019 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott Robertson, Mayor

Attest:

Reyna Rivera, City Clerk

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley
 AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM
**New Alternative Fuel Vehicle Purchase
 Application**

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Selma		
2. Tax ID: Taxpayer ID Number (TIN) 94-6000431		
3. Address: 1710 Tucker St.		
4. City: Selma	5. State: CA	6. ZIP Code: 93662
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Name of Grant Program(s):		

Primary Contact Information

1. First Name: Heather		2. Last Name: Kredit
3. Title: Accountant		4. E-Mail: heatherk@cityofselma.com
5. Phone Number: 559-891-2200 ext 3121	6. Alternate Contact Number: 559-891-2205	7. Fax Number: 559-896-5223

Contract Signing Authority

1. First Name: Teresa		2. Last Name: Gallavan
3. Title: City Manager		

1. Number of Vehicles: 2		
2. Vehicle Type (<i>please select one</i>):		
<u>Electric</u> <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input checked="" type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____	<u>Plug-In Hybrid</u> <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____	<u>CNG, LNG, or LPG</u> <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____
3. Vehicle Make: ZeroNox	4. Vehicle Model: EC4	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 2,500 lbs.	7. Engine Horsepower/Kilowatts: 5 KW	
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 45 miles		
10. Total Cost of each New Vehicle: 21,689.58	11. Total Funding Requested from SJVAPCD (per vehicle): \$20,000	
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: _____		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input checked="" type="checkbox"/> Co-funding (please name source): <u>City Equipment Replacement Fund</u> <input type="checkbox"/> Other (please specify): _____		

1. Vehicle Dealer Name: ZeroNox, Inc.	
2. Contact / Salesperson Name: Jason Eggett	3. E-mail: jasone@zeronox.com
4. Phone Number: 559-730-8966	5. Fax Number:

GMS Unit(s): _____

1. Number of Vehicles: 1		
2. Vehicle Type (please select one):		
Electric <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input checked="" type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____	Plug-In Hybrid <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____	CNG, LNG, or LPG <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____
3. Vehicle Make: ZeroNox	4. Vehicle Model: EFC2	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 2,350 lbs.		7. Engine Horsepower/Kilowatts: 10 KW
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 50 miles		
10. Total Cost of each New Vehicle: 19,417.03		11. Total Funding Requested from SJVAPCD (per vehicle): \$19,417.03
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: _____		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input type="checkbox"/> Co-funding (please name source): _____ <input type="checkbox"/> Other (please specify): _____		

1. Vehicle Dealer Name: ZeroNox, Inc.	
2. Contact / Salesperson Name: Jason Eggett	3. E-mail: jasone@zeronox.com
4. Phone Number: 559-350-9340	5. Fax Number:

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 2 EC4		
2. Use within SJVAPCD boundaries: 100 %	3. Use within CA boundaries: 100 %	4. Estimated Annual Vehicle Usage (per vehicle): 10,000
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Law enforcement/public events		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: Golf Cart <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity: 1 EFC2		
2. Use within SJVAPCD boundaries: 100 %	3. Use within CA boundaries: 100 %	4. Estimated Annual Vehicle Usage (per vehicle): 10,000
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Public works park/ground maintenance		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: All terrain utility vehicle <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

Signature Form

Signing Authority to initial and sign in **blue ink**

Certifications

By initialing each of the following sections, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

- Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.
- Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.
- Initial _____ The vehicle(s) purchased is/are a new OEM electric, plug-in hybrid, or alternative fuel vehicle(s) eligible for this program in accordance with the program guidelines.
- Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.
- Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).
- Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.
- Initial _____ Project match funding is reasonably available to complete the project in a timely manner.
- Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.
- Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Signing Authority Signature

Date

Zero Nox Inc.

525 N. Main St.
Porterville, CA 93257
Phone: 559-560-8013
www.zeronox.com

Quote JE-1020




CONSULTANT	DATE	INVOICE #
JE	6/25/19	JE-1020

Quote For:

City of Selma
1710 Tucker Street
Selma, CA 93662
559-891-2200

Contact Person:

Heather Kredit
heatherk@cityofselma.com
559-891-2200 Ext. 3121

Item Description	Quantity	Cost	Total
2019 EC4 Utility Cart Battery System: LA 72V/5KW Series (approx. 45 miles fully charged) Passenger Capacity: 4 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, and brake lights Horn, seatbelts, radio, and windshield wiper Front and rear suspension with vibration absorber 4 Standard Rubber Tires Vehicle Weight: 2,500 lbs Load Capacity: 1,350 lbs	2	\$19,995.00	\$39,990.00
			
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$39,990.00
		Tax -8.475%	\$3,389.15
		TOTAL	\$43,379.15

Zero Nox Inc.

525 N. Main St.
Porterville, CA 93257
Phone: 559-560-8013
www.zerono.com

Quote JE-1030




CONSULTANT <i>JE</i>	DATE <i>6/25/19</i>	INVOICE # <i>JE-1030</i>
-------------------------	------------------------	-----------------------------

Quote For:

City of Selma
1710 Tucker Street
Selma, CA 93662
559-891-2200

Contact Person:

Heather Kredit
heatherk@cityofselma.com
559-891-2200 Ext. 3121

Item Description	Quantity	Cost	Total
2019 EFC2 Utility Cart Battery System: LA 72V/10KW Series (approx. 50 miles fully charged) Passenger Capacity: 2 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, brake lights, horn, & seatbelts Front suspension Independent Wishbone with Preload Adjustable Rear suspension Double Wishbone with Preload Adjustable 4 Standard Rubber Tires (high grip) Vehicle Weight: 2,350 lbs Load Capacity: 1,100 lbs	1	\$17,900.00	\$17,900.00
			
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$17,900.00
		Tax – 8.475%	\$1,517.03
TOTAL			\$19,417.03

ITEM NO:

1.f.

SUBJECT: Consideration of the purchase and financing of IT equipment

DISCUSSION: To create efficiencies and stability within our IT infrastructure a 5-year rolling update equipment plan has been developed. This five year plan addresses servers, personal computers (PC), storage, software, and other components that go along with these devices. For the fiscal year of 2019-2020 the following devices are do for refreshment:

- 3 Servers
- Nimble storage system
- VMware software licensing


In order to continue refreshing IT equipment in an appropriate timeframe, each year's purchase is financed over the term of 5 years. This term is the recommend useful life for most IT equipment. In addition, it allows the Finance Department to budget more efficiently for the IT Department and spread the cost over the useful life of the equipment.

The total value of this purchase would warrant a bid process but the pricing structure was quoted using open purchase order contract with Hewlett-Packard Enterprise (HPE) and the State of California. Attached is a letter from HPE certifying Data Path's authorization to use.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$123,542.73		
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Internal Services-Data Processing Fund Balance: \$195,176.97		

RECOMMENDATION: Staff recommends that City Council approve the purchase of the IT equipment and authorize the City Manager to execute financing.

/s/
Isaac Moreno, Assistant City Manager


Teresa Gallavan, City Manager

10/3/2019

Date

10-3-19

Date



Hewlett Packard Enterprise

Hewlett-Packard Enterprises
Indirect Fulfillment Partner Program

Sept 6th, 2019

DataPath
318 McHenry Avenue
Modesto, CA 95354

Dear James,

DataPath is an HPE authorized Fulfillment Subcontractor. This letter confirms DataPath's authorization to participate in the HPE NASPO ValuePoint Indirect Fulfillment Partner Program under the HPE NASPO ValuePoint contract #MNNVP-134 for the State and product lines listed below. Participation is governed by the US Public Sector Addendum and the Contract Exhibit to the HPE U.S. Partner Agreement and the U.S. Public Sector Fulfillment Entity Addendum "NASPO ValuePoint MNNVP-134 Partner Agreement".

Under the HPE Fulfillment Subcontractor Program the Fulfillment Contractor invoices the Purchasing Entity, receives payment directly, provides order tracking, and will provide pre- and post-sales support on acquired HPE solution.

All information pertaining to this contract can be found at www.hpe.com/buy/NASPOVP-PC4E

Partner Name	DataPath
Partner Location ID	10108367
Approved state	California
State contract number	7-15-70-34-002
Authorized product lines	Bands 4 and 5
NASPO ValuePoint site	www.hpe.com/buy/NASPOVP-PC4E

Regards,

Traci Purser

Indirect Fulfillment Manager - West
Hewlett Packard Enterprise
Cell (801) 360-6915
Email: purser@hpe.com

QUOTE FOR

Infrastructure Refresh

Prepared for:

City of Selma

1710 Tucker Street
Selma, CA 93662-3728
Isaac Moreno

Prepared by:

Datapath

Jason Hammack
(559) 226-9628
Fax 559-650-2601
jhammack@mydatapath.com

Quote Information:

Quote # 014355

Version: 10
Delivery Date: 10/02/2019
Expiration Date: 10/11/2019

VM Host

	Price	Qty	Ext. Price
HPE ProLiant DL360 Server	\$13,574.00	3	\$40,722.00
HPE ProLiant DL360 Gen10 - Server Chassis - 1		3	
Intel Xeon Gold 6134 - 3.2 GHz - 8-core - 16 threads - FIO Kit		3	
Intel Xeon Gold 6134 - 3.2 GHz - 8-core - 16 threads - Kit		3	
HPE 16GB DDR4 SDRAM Memory Module		36	
HPE 562SFP+ Network Card - PCIe 3.0 x8 - 10 Gigabit SFP+ x 2		3	
HPE High Performance Fan Kit		3	
HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 230 V AC, 380 V DC		6	
HPE Enterprise Mainstream Flash Media Kit - 32 GB		3	
HPE Trusted Platform Module (TPM) 2.0 - Hardware Security Chip		3	
HPE - System Cabinet Bezel Kit		3	
HPE Bezel Lock Kit		3	
HPE Small Form Factor Easy Install Rail Kit		3	
HPE Integrated Lights-Out Advanced - 3 Year		3	
HPE Integrated Lights-Out Support - 3 Year		3	
HPE Foundation Care Extended Service Agreement for Server - 5 Year		3	
Subtotal:			\$40,722.00

Nimble

	Price	Qty	Ext. Price
NS HF20 2 PT 42TB LG BDL BTO	\$42,313.00	1	\$42,313.00
Note: This special price is only good until the units in stock have been sold.			
Subtotal:			\$42,313.00

Vmware Licensing

	Price	Qty	Ext. Price
VMware vSphere Essentials Plus Kit - 5 Year Support	\$5,456.00	1	\$5,456.00
HPE Software Technical Unlimited Support		1	
HPE Software Updates SVC		1	
Subtotal:			\$5,456.00

Backup Equipment

	Price	Qty	Ext. Price
10TB Server Hard Drive - SATA - 3.5" - 7200rpm - 256 MB Buffer	\$405.00	4	\$1,620.00
Subtotal:			\$1,620.00

Networking Equipment

	Price	Qty	Ext. Price
Aruba 5406R zl2 Switch	\$1,642.00	1	\$1,642.00
HPE Foundation Care Next Business Day Exchange Service for Aruba 5406R - 3 Year	\$1,790.00	1	\$1,790.00
Aruba 5400R 1100W PoE+ zl2 PSU	\$836.00	2	\$1,672.00
Aruba 5400R zl2 Management Module	\$1,668.00	1	\$1,668.00
HPE X450 4U/7U Univ 4-post Rackmount Kit	\$272.00	1	\$272.00
Aruba 20p PoE+ / 4p SFP+ v3 zl2 Mod	\$2,766.00	2	\$5,532.00
3 meter - Passive Twinax Cable	\$40.00	8	\$320.00
Cat6 Ethernet Patch Cable Purple - 7ft	\$3.50	3	\$10.50
Cat6 Ethernet Patch Cable Green - 7ft	\$3.50	16	\$56.00

Networking Equipment

	Price	Qty	Ext. Price
			Subtotal: \$12,962.50

Services

	Price	Qty	Ext. Price
Professional Services Phase 1 <ul style="list-style-type: none"> • Check All Equipment • Build and Install Esxi on 3 Hosts Base Configurations. • Configure and Label iscsi switches • Label Servers and Cleanup Lab Phase 2 <ul style="list-style-type: none"> • IT to Deliver 3 Servers, 3 Switches, 1 Nimble. (Nimble Needs to be Delivered to CoS*****) • Rack 3 Servers, 2 Switches and 1 Nimble, Including cabling. • Configure Nimble Base configure and add to iSCSI Network. • Finish Configuring esxi hosts. NTP, Syslog, Join to Domain, Permissions, etc. • Synchronize Old Nimble to New Nimble, finish configuration w/ 3 hosts • Handover All Luns to New Nimble and bring up VMs. • Cleanup Luns and Maintenance, protection Policies on Nimble • Configure llo's for 3 servers • vmware cleanup, log checking, performance checks • Upgrade Synology Space and configure Archiver backups • Spin up 2019 RDS Server, Install Licensing, Office 2016\2019, RDS Web • Conifgure Cert, Testing RDWeb Phase 3 <ul style="list-style-type: none"> • Migrate Remaining Exchange 2019 Users • Decom Exchange 2016 Phase 4 <ul style="list-style-type: none"> • Shutdown Old Servers, Nimble, Switches, and Unrack 	\$12,600.00	1	\$12,600.00
			Subtotal: \$12,600.00

Quote Summary

	Amount
VM Host	\$40,722.00
Nimble	\$42,313.00
Vmware Licensing	\$5,456.00

Quote Summary

	Amount
Backup Equipment	\$1,620.00
Networking Equipment	\$12,962.50
Services	\$12,600.00
Subtotal:	\$115,673.50
Shipping:	\$170.00
Estimated Tax:	\$7,699.23
Total:	\$123,542.73

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

1.g.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
73344	08/29/2019	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 7/23-8/22/19		91,771.99
73345	08/29/2019	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE-SEPT 19		1,058.44
73346	08/29/2019	Printed	SAMANTHA MOREE VALLES	BE MORE CHILL PROJECTIONS		200.00
73347	08/29/2019	Printed	VERIZON WIRELESS	AIRCARDS 7/19/19-8/18/19		613.22
73348	08/29/2019	Printed	CAMERON A WEIST / THE WEIST LAW FIRM	BOND COUNSEL SERVICE PFA SERIES 2018 LEASED REV BOND. FIRE STATION REMODEL		59,500.00
73349	08/29/2019	Printed	WILLEMS COMMERCIAL PRINTING	BEAUTY AND THE BEAST POSTERS AND POSTCARDS		224.59
73350	08/29/2019	Printed	HEATHER KREDIT	LLMD RECORDING FEES 2019/2020		497.50
73351		Void				
73352	09/06/2019	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-SEPT 19		7,925.80
73353-73453	09/12/2019	Wasted Checks	-system printed the check numbers incorrectly			
73454	09/12/2019	Printed	NICOLETTE ANDERSEN	FROZEN JR CONCESSIONS		79.57
73455	09/12/2019	Printed	FRED BARKER	COED SOFTBALL UMPIRES		2,700.00
73456	09/12/2019	Printed	ANDRES BIBIAN	CHECK RE-ISSUED -POST PERISHABLE SKILLS TRAINING 7/30-8/1/19	R	33.00
73457	09/12/2019	Void	C.L.E.A.R.S.	TRAINING FOR TWO RECORDS CLERKS (GAVE THEM PETTY CASH)		80.00
73458	09/12/2019	Printed	ROD CARSEY	PLAN CHECKS-AUGUST 2019		502.08
73459	09/12/2019	Printed	GONZALO CASAREZ	DJ FOR 2019 RESOURCE FAIR		100.00
73460	09/12/2019	Printed	CITY OF FRESNO	RANGE USE-AUGUST 2019		504.00
73461	09/12/2019	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-JUL 19		70.24
73462	09/12/2019	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-AUGUST 2019		526.00
73463	09/12/2019	Printed	GONZALO JR CARRASCO DUENAS	POLICE ACADEMY CADET MONTHLY STIPEND- SEPT 19		500.00
73464	09/12/2019	Printed	ESYN	KAISER GRANT-SPECIAL NEEDS BOWLING	G	1,000.00
73465	09/12/2019	Printed	CASSY FAIN	CHECK RE-ISSUED -POST PERISHABLE SKILLS TRAINING PER DIEM 5/29-5/31/18	R	33.00
73466	09/12/2019	Printed	SHANE FERRELL	CHECK RE-ISSUED -CPRS CONFERENCE SACRAMENTO PER DIEM 3/19-3/22/19		135.00
73467	09/12/2019	Printed	FRANCHISE TAX BOARD	CS#550680107		2,167.50
73468	09/12/2019	Printed	FRESNO COUNTY FIRE	ENGINE E111 SERVICE CALL		300.00
73469	09/12/2019	Printed	DONOVAN FULLNER	FIRE BOOTS REIMBURSEMENT		200.00
73470	09/12/2019	Printed	FUTURE KIA	CHECK RE-ISSUED -ART CENTER CHECK REFUND		225.00
73471	09/12/2019	Printed	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 19-5992		50.00
73472	09/12/2019	Printed	ROBERT GARCIA	PARTIAL REFUND OF PV RENTAL		100.00
73473	09/12/2019	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-JUNE 19		9,812.00
73474	09/12/2019	Printed	GCS ENVIRONMENTAL EQUIPMENT	DUO SKIDS FOR STREET SWEEPER		1,703.46
73475	09/12/2019	Printed	LILIANA LOPEZ DE GODINEZ / JR'S JUMPERS	RESOURCE FAIR TENT, TABLES, CHAIRS	R	746.00
73476	09/12/2019	Printed	PHILIP C GRIJALVA	FROZEN JR DECALS		60.00
73477	09/12/2019	Printed	JUAN GUZMAN	BEAUTY & THE BEAST EXP REIMB.		136.21
73478	09/12/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/7/19		5,120.80
73479	09/12/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/14/19		37.00
73480	09/12/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/21/19		864.50
73481	09/12/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/28/19		1,431.07
73482	09/12/2019	Printed	KIMBERLY HOUSTON	FROZEN JR COSTUMES REIMB.		103.77
73483	09/12/2019	Printed	JAMES W INGRAM / INGRAM DIGITAL ELECTRONICS	SIGNAL LIGHT TIMING FLORAL/WHITSON, WALMART @ FLORAL, GOLDEN STATE/HIGHLAND		6,502.50
73484	09/12/2019	Printed	JORGENSEN & COMPANY	SENIOR CENTER KITCHEN ANNUAL INSPECTION		172.30
73485	09/12/2019	Printed	RUSSELL A KULOW / KULOW BROTHERS	2 CITY OF SELMA SELF INKING ADDRESS STAMPS		53.85
73486	09/12/2019	Printed	LEO L FONG CORP DBA CENTRAL VALLEY VEIN AND WOUND CENTER	CHECK RE-ISSUED -BUSINESS LIC OVERPAYMENT REIMB		100.00
73487	09/12/2019	Printed	TERRY LEWIS	CABARET AUDITION PIANIST		100.00
73488	09/12/2019	Printed	LIEBERT, CASSIDY, WHITMORE	ADVICE AFTER INVESTIGATION-JUL & GENERAL LEGAL FEES-AUG 19		8,426.50

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
73489	09/12/2019	Printed	STEVEN MARES	CHECK RE-ISSUED -POST PROF.STANDARDS TRAINING	R	33.00
73490	09/12/2019	Printed	REBECCA RICCI MESSER	CHECK RE-ISSUED -BRING IT ON ACCOMPANIST		300.00
73491	09/12/2019	Printed	ROBERT PETERSEN	FIRE BOOTS REIMBURSEMENT		200.00
73492	09/12/2019	Printed	SANTA BARBARA REGIONAL HEALTH	CHECK RE-ISSUED -AMBULANCE OVERPAYMENT REIMB		220.80
73493	09/12/2019	Printed	SELMA COMMUNITY ENHANCEMENT	PIONEER VILLAGE RENTAL EVENT VIP COVERAGE		105.00
73494	09/12/2019	Printed	SELMA FIREFIGHTERS ASSN.	CHECK RE-ISSUED -REFUND FIREWORK DEPOSIT		50.00
73495	09/12/2019	Printed	SELMA YOUTH BASKETBALL	CHECK RE-ISSUED -REFUND FIREWORK DEPOSIT		50.00
73496	09/12/2019	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-AUG 2019		175.00
73497	09/12/2019	Printed	SOUTHERN FOLGER DETENTION EQUIPMENT CO	BRONZE JAIL KEYS		172.48
73498	09/12/2019	Printed	KENDRA STEFFEN	CHECK RE-ISSUED -POST PROF.STANDARDS TRAINING	R	11.00
73499	09/12/2019	Printed	RICHARD F. STOCKLE JR -MECCA BILLIARDS SUPPLY	POOL TABLE FOR SENIOR CENTER-PARTIAL DONATION	R	1,800.00
73500	09/12/2019	Printed	TYMCO INC	STREET SWEEPER PAYMENT		13,248.72
73501	09/12/2019	Printed	MARY HELEN ZARAGOZA	REFUND LIVESCAN-SHOULD BE INV TO FRESNO COUNTY		32.00
73502	09/12/2019	Printed	ALL DRONE SOLUTIONS	DRONE OPERATOR TRAINING	G	800.00
73503	09/13/2019	Void				
73504	09/13/2019	Void				
73505	09/13/2019	Void				
73506	09/12/2019	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 6/27-7/18/19		2,025.83
73507	09/12/2019	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 8/1-8/31/19		437.51
73508	09/12/2019	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP SUGAR PINE	R	4,717.00
73509	09/12/2019	Printed	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL		150.00
73510	09/12/2019	Printed	CALIFORNIA PUBLIC EMPLOYEES	GASB 68 REPORTS		1,750.00
73511	09/12/2019	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-AUGUST 2019		21,399.96
73512	09/12/2019	Printed	CASCADE FIRE EQUIPMENT COMPANY	FIREFIGHTING GLOVES & FIRE SHELTERS		1,744.23
73513	09/12/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		1,089.30
73514	09/12/2019	Printed	CENTRAL VALLEY LOCK & SAFE	INSTALL DEADBOLT-BERRY PARK RESTROOM		159.84
73515	09/12/2019	Printed	COMCAST	INTERNET SERVICE-SEPT 2019		1,523.40
73516	09/12/2019	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-AUGUST 2019		481.25
73517	09/12/2019	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-AUG 19		494.84
73518	09/12/2019	Printed	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES 7/1/19-9/30/19		3,622.05
73519	09/12/2019	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT-SEPT 19		11,425.00
73520	09/12/2019	Printed	FAMILY HEALTHCARE NETWORK	PRE-EMPLOYMENT PHYSICAL-FD		35.01
73521	09/12/2019	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES		12,155.00
73522	09/12/2019	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		278.79
73523	09/12/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 9/1-9/30/19		1,347.37
73524	09/12/2019	Printed	JAM SERVICES, INC.	LED'S FOR TRAFFIC ST LIGHTS		748.48
73525	09/12/2019	Printed	JORGENSEN & COMPANY	REPLACE OXYGEN SENSOR-FD		223.98
73526	09/12/2019	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS & DRUG TESTING-HR		36.00
73527	09/12/2019	Printed	LIEBERT, CASSIDY, WHITMORE	ADVICE AFTER INVESTIGATION-AUG 19		15,513.25
73528	09/12/2019	Printed	MACLEOD WATTS, INC.	GASB 75 REPORTING		1,700.00
73529	09/12/2019	Printed	METRO UNIFORM	FIRE REVOLVING ACCT		83.29
73530	09/12/2019	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-TRANSIT DRIVER & PUBLIC WORKS		81.75
73531	09/12/2019	Printed	PG&E	UTILITIES-AUGUST 2019		460.77
73532	09/12/2019	Printed	PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES		3,357.31
73533	09/12/2019	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT 8/1/19-8/31/19		720.28
73534	09/12/2019	Printed	SPARKLETTS	WATER SERVICE		133.31
73535	09/12/2019	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-SEPTEMBER 2019		3,500.00
73536	09/12/2019	Printed	UNITY IT	MDT MANAGED SERVICES-JULY 19		2,493.00
73537	09/12/2019	Printed	VINCENT COMMUNICATIONS INC	PROGRAMMED RADIOS & BATTERIES		1,253.59
73538	09/12/2019	Printed	ZUMAR INDUSTRIES, INC.	WARNING/TRAFFIC ST SIGNS		10,442.25
73539	09/17/2019	Printed	LUIS & ANGELICA GONZALEZ / LUIS' NURSE	41 OKLAHOMA REBUD TREES	G	6,316.85
TOTAL						335,565.38

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	7/23/2019	CHEVRON, FOWLER CA	FUEL-ACT	269-2100-600.257.000	66.74
CALEB GARCIA	7/26/2019	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.05
CALEB GARCIA	7/31/2019	SHELL, FOWLER CA	FUEL-ACT	269-2100-600.257.000	63.67
CALEB GARCIA	8/5/2019	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	80.06
CALEB GARCIA	8/8/2019	CHEVRON, KINGSBURG CA	FUEL-ACT	269-2100-600.257.000	68.07
CALEB GARCIA	8/10/2019	SHELL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	55.00
CALEB GARCIA	8/14/2019	76, FRESNO CA	FUEL-ACT	269-2100-600.257.000	43.52
CALEB GARCIA	8/19/2019	BAD BUDS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	51.99
CITY OF SELMA FIRE QRT MST	8/1/2019	WPSG	HELMET AND LEATHER FRONT	100-2525-600.476.000	637.21
CITY OF SELMA FIRE QRT MST	8/1/2019	WOLFPACK GEAR	WILDLAND PROGRESSIVE HOSE PACKS	100-2525-600.476.000	679.46
CITY OF SELMA FIRE QRT MST	8/5/2019	WOLFPACK GEAR	WEBGEAR HARNESS	100-2525-600.476.000	166.48
CITY OF SELMA FIRE QRT MST	8/8/2019	WPSG	PAC TOOL FASTENERS	100-2525-600.250.000	15.89
CITY OF SELMA FIRE QRT MST	8/20/2019	LN CURTIS	DEBRIS CARRIERS	100-2525-600.375.000	230.60
CITY OF SELMA SNG RES 3	7/30/2019	AMAZON	PREVENTION (ALARM BOOK)	100-2550-600.250.000	115.94
CITY OF SELMA SNG RES 3	8/16/2019	BATTERY SYSTEMS	BATTERIES FOR PORTABLE LIGHTS	100-2525-600.250.000	51.81
CITY OF SELMA SNG RES 3	8/20/2019	NAVA BROS DETAILING	APPARATUS WASH SUPPLIES	100-2525-600.250.000	152.96
CITY OF SELMA STATION 1	7/21/2019	THE HOME DEPOT	SUPPLIES FOR ST 1	100-2525-600.250.000	85.64
CITY OF SELMA STATION 1	8/3/2019	WALMART	WATER/GATORADE ST 1	100-2525-600.250.000	33.68
CITY OF SELMA STATION 1	8/3/2019	HOME DEPOT	FUEL MIX	100-2525-600.250.000	21.66
CITY OF SELMA STATION 1	8/8/2019	NAPA AUTO	FUSE FOR ENGINE	100-2525-600.250.000	3.24
CITY OF SELMA STATION 1	8/10/2019	HOME DEPOT	E311 TOOL MOUNT HARDWARE	100-2525-600.375.000	162.21
CITY OF SELMA STATION 2	7/24/2019	O'REILLY AUTO	VEHICLE SOAP	100-2525-600.250.000	29.26
CITY OF SELMA STATION 2	7/24/2019	OFFICE MAX	CLIPBOARD	100-2525-600.250.000	21.67
CITY OF SELMA STATION 2	7/24/2019	AUTOZONE	WAX/RUBBING COMPOUND	100-2525-600.250.000	13.65
CITY OF SELMA STATION 2	7/24/2019	NAPA AUTO	ERASER WHEEL FOR VEHICLE	100-2525-600.250.000	18.00
CITY OF SELMA STATION 2	7/24/2019	HOME DEPOT	DRILL BITS AND LOCK, PAINT	100-2525-600.250.000	44.94
CITY OF SELMA STATION 2	7/25/2019	NELSONS	LIGHTBULBS	100-2525-600.250.000	108.37
CITY OF SELMA STATION 2	7/31/2019	WALMART	WATER AND GATORADE FOR ENGINE	100-2525-600.250.000	50.22
CITY OF SELMA STATION 2	8/5/2019	BIG 5 SPORTING GOODS	RADIO HOLDER	100-2525-600.250.000	43.38
CITY OF SELMA STATION 2	8/4/2019	HOME DEPOT	TUBING FOR ICE MACHINE	100-2525-600.250.000	28.70
CITY OF SELMA STATION 2	8/5/2019	OFFICE MAX	CLIPBOARD FOR T110	100-2525-600.250.000	35.79
CITY OF SELMA STATION 2	8/12/2019	WALMART	CLEANING SUPPLIES STATION 2	100-2525-600.250.000	61.85
CITY OF SELMA TRAINING DIV	7/24/2019	HOME DEPOT	FENCE SUPPLIES FOR ST 2	100-2525-600.250.000	193.17
CITY OF SELMA TRAINING DIV	8/13/2019	THE RAG COMPANY	TOWELS FOR APPARATUS	100-2525-600.250.000	136.68
DAVID LEWIS	7/31/2019	OFFICE DEPOT	BLACK DESK CHAIR #749969 FOR ART CENTER	100-4300-600.400.000	108.46
DAVID LEWIS	8/9/2019	FAST SPRING	EMAIL CONVERSION CUBEX SOFTWARE	704-9600-600.250.000	35.00
DEBBIE GOMEZ	7/22/2019	AMAZON	EXTERNAL BATTERY PACK	100-2100-600.100.000	60.74
DEBBIE GOMEZ	7/12/2019	GLOBAL INDUSTRIAL	MAIL ROOM BENCH/DESK	100-2100-600.250.000	631.25
DEBBIE GOMEZ	8/6/2019	POSITIVE PROMOTIONS	POLICE PENCILS FOR SCHOOLS	100-2100-600.250.000	250.70
DEBBIE GOMEZ	8/6/2019	ORIENTAL TRADING	POLICE STICKERS FOR SCHOOLS	100-2100-600.250.000	60.57

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
DEBBIE GOMEZ	8/8/2019	ULINE	EVIDENCE BOXES	100-2100-600.250.000	665.11
DEBBIE GOMEZ	8/14/2019	GLOBAL INDUSTRIAL	LABEL HOLDERS FOR EVIDENCE STORAGE	100-2100-600.250.000	35.22
DEBBIE GOMEZ	8/15/2019	HARD HEAD VETERANS	KEVLAR RIOT HELMETS	100-2200-600.250.000	1,868.00
DEBBIE GOMEZ	8/14/2019	GLOBAL INDUSTRIAL	LABELS FOR HOLDERS EVIDENCE STORAGE	100-2100-600.100.000	28.95
DEBBIE GOMEZ	8/15/2019	AMAZON	VINYL NUMBERS FOR PRINT KITS	100-2200-600.250.000	20.71
DEBBIE GOMEZ	8/15/2019	AMAZON	RACK & LOCK FOR EVIDENCE ROOM	100-2100-600.100.000	55.50
DEBBIE GOMEZ	8/15/2019	AMAZON	CAMERA CASES & MEMORY CARDS	100-2200-600.250.000	101.80
DEBBIE GOMEZ	8/21/2019	GALLS	MK4 STREAM SPRAY	100-2200-600.250.000	198.14
FINANCE DEPT	7/30/2019	CALIFORNIA OF CODE ENFORCEMENT	MEMBERSHIP DUES-CODE ENF	100-3200-610.900.000	95.00
FINANCE DEPT	7/30/2019	MERCHANT SERVICES	CREDIT CARD FEES-CITY HALL	100-1600-600.131.000	393.39
FINANCE DEPT	7/30/2019	MERCHANT SERVICES	CREDIT CARD FEES-ART CENTER	100-1600-600.131.000	44.97
FINANCE DEPT	7/30/2019	MERCHANT SERVICES	CREDIT CARD FEES-SENIOR CENTER	100-1600-600.131.000	42.79
FINANCE DEPT	7/30/2019	MERCHANT SERVICES	CREDIT CARD FEES-POLICE DEPT	100-1600-600.131.000	26.14
FINANCE DEPT	8/10/2019	CALIFORNIA SOCIETY OF MUNICIPAL	CSMFO LUNCH MEETING CANCELLED	100-1600-610.920.000	(40.00)
FRANK SANTILLAN	7/29/2019	UNIFORM AND ACCESSORIES	VIP EQUIP, CHG TO VIP ACCT	111-2200-600.250.000	52.62
FRANK SANTILLAN	7/30/2019	AUTOZONE SELMA, CA.	PATROL UNIT EQUIPMENT	100-2200-600.250.000	3.89
FRANK SANTILLAN	8/3/2019	ORIELY AUTO SELMA, CA.	PATROL UNIT CLEANING SUPPLIES	100-2200-600.250.000	10.83
FRANK SANTILLAN	8/5/2019	VARDA ALARM BAKERSFIELD, CA.	VARDA ALARM SYSTEM	100-2100-600.250.000	690.69
FRANK SANTILLAN	8/5/2019	AMAZON	RADIO MIC HOLDER PAT UNIT #1002	100-2200-600.250.000	20.14
FRANK SANTILLAN	8/6/2019	PAYPAL CREATIVE	JR POLICE STICKERS FOR DEPT	100-2100-600.250.000	306.95
FRANK SANTILLAN	8/14/2019	AMAZON	RADIO EAR MIC, BIBIAN REV ACCT	100-0000-123-010.000	27.23
FRANK SANTILLAN	8/14/2019	UNIFORM AND ACCESSORIES	VIP EQUIP, CHG TO VIP ACCT	111-2200-600.250.000	25.85
GEORGE SIPEN	7/31/2019	A-1 AUTO ELECTRIC	CAP,STARTER-RT201	603-5500-600.256.000	63.36
GEORGE SIPEN	8/15/2019	A-1 AUTO ELECTRIC	REGULATOR-RT118	603-5500-600.256.000	831.84
GEORGE SIPEN	7/30/2019	NAPA AUTO PARTS	HI POWER BELT-STOCK	603-5500-600.256.000	(50.74)
GEORGE SIPEN	7/30/2019	NAPA AUTO PARTS	GAS CAP-RT130 PR INV#740516	603-5500-600.256.000	(15.72)
GEORGE SIPEN	7/30/2019	NAPA AUTO PARTS	GAS GAP-RT130 PR INV#740516	603-5500-600.256.000	(15.72)
GEORGE SIPEN	7/26/2019	NAPA AUTO PARTS	GAS CAP-RT 130	603-5500-600.256.000	31.44
GEORGE SIPEN	7/24/2019	NAPA AUTO PARTS	DRIVEALIGN AUTO TEN-STOCK	603-5500-600.256.000	92.29
GEORGE SIPEN	7/30/2019	NAPA AUTO PARTS	BANDED BELTS-STOCK	603-5500-600.256.000	119.95
GEORGE SIPEN	7/30/2019	NAPA AUTO PARTS	BELTS-STOCK	603-5500-600.256.000	311.39
GEORGE SIPEN	8/19/2019	NAPA AUTO PARTS	DISC PADS/AIR FILTER-STOCK	603-5500-600.256.000	438.67
GEORGE SIPEN	7/23/2019	NAPA AUTO PARTS	FUEL INJECTOR-RT119	603-5500-600.256.000	1,079.89
GEORGE SIPEN	8/8/2019	BARNES WELDING SUPPLY	WELDING SUPPLIES	603-5500-600.250.000	297.62
GEORGE SIPEN	7/31/2019	O'REILLY AUTO SUPPLY	AIR FILTER-RT201	603-5500-600.256.000	13.44
GEORGE SIPEN	8/19/2019	O'REILLY AUTO SUPPLY	WIPER FLUID-STOCK	603-5500-600.256.000	14.90
GEORGE SIPEN	8/9/2019	O'REILLY AUTO SUPPLY	MIG WIRE-STOCK	603-5500-600.256.000	15.16
GEORGE SIPEN	8/9/2019	O'REILLY AUTO SUPPLY	MIG WIRE-STOCK	603-5500-600.256.000	17.37
GEORGE SIPEN	7/24/2019	O'REILLY AUTO SUPPLY	SILICONE-RT150	603-5500-600.256.000	26.00
GEORGE SIPEN	8/1/2019	O'REILLY AUTO SUPPLY	AIR FILTERS-STOCK	603-5500-600.256.000	26.88

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPEN	8/1/2019	O'REILLY AUTO SUPPLY	PAG OIL-STOCK	603-5500-600.256.000	27.66
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	PAN ADAPTERS-STOCK	603-5500-600.256.000	43.37
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	OIL FILTERS-STOCK	603-5500-600.256.000	48.16
GEORGE SIPEN	7/30/2019	O'REILLY AUTO SUPPLY	CERAMIC PADS-RT172	603-5500-600.256.000	52.56
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	SEALED BEAM,CAPSULES,RELAYS-STOCK	603-5500-600.256.000	61.69
GEORGE SIPEN	7/31/2019	O'REILLY AUTO SUPPLY	OIL FILTERS-STOCK	603-5500-600.256.000	66.91
GEORGE SIPEN	8/2/2019	O'REILLY AUTO SUPPLY	DRAIN PLUGS/ENGINE PAINT-STOCK	603-5500-600.256.000	76.78
GEORGE SIPEN	7/24/2019	O'REILLY AUTO SUPPLY	TRANS FILTERS-STOCK	603-5500-600.256.000	81.10
GEORGE SIPEN	8/12/2019	O'REILLY AUTO SUPPLY	OIL FILTERS-STOCK	603-5500-600.256.000	99.06
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	BRAKE/CARB CLEANER-STOCK	603-5500-600.256.000	118.41
GEORGE SIPEN	8/9/2019	O'REILLY AUTO SUPPLY	CAR WASH/CLEANER	603-5500-600.250.000	161.55
GEORGE SIPEN	8/7/2019	O'REILLY AUTO SUPPLY	FOAM CLEAN, REPAIR KITS	603-5500-600.250.000	162.58
GEORGE SIPEN	7/30/2019	O'REILLY AUTO SUPPLY	DISC PAD SETS-STOCK	603-5500-600.256.000	162.71
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	REFRIGERANT-STOCK	603-5500-600.256.000	206.08
GEORGE SIPEN	7/24/2019	O'REILLY AUTO SUPPLY	TRANS FILTERS-STOCK	603-5500-600.256.000	216.26
GEORGE SIPEN	7/24/2019	O'REILLY AUTO SUPPLY	RADIATOR/COOLANT HOSE-STOCK	603-5500-600.256.000	279.44
GEORGE SIPEN	7/30/2019	O'REILLY AUTO SUPPLY	DISC PAD SETS,TENSIONER,RAD CAP-STOCK	603-5500-600.256.000	293.87
GEORGE SIPEN	8/2/2019	O'REILLY AUTO SUPPLY	RELAY/TRANS FILTER-STOCK	603-5500-600.256.000	326.18
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	SHOCK ABSORBER-STOCK	603-5500-600.256.000	329.97
GEORGE SIPEN	8/8/2019	O'REILLY AUTO SUPPLY	BATTERIES-STOCK	603-5500-600.256.000	352.14
GEORGE SIPEN	7/22/2019	O'REILLY AUTO SUPPLY	IGNITION COIL-RT119	603-5500-600.256.000	468.53
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	ORIFICE TUBES/ACCUMULATOR-RT159	603-5500-600.256.000	475.09
GEORGE SIPEN	8/14/2019	O'REILLY AUTO SUPPLY	DISC PAD SETS-STOCK	603-5500-600.256.000	488.14
GEORGE SIPEN	8/15/2019	O'REILLY AUTO SUPPLY	AIR/FUEL FILTERS-STOCK	603-5500-600.256.000	575.73
GEORGE SIPEN	8/21/2019	O'REILLY AUTO SUPPLY	HUB ASSEMBLY/MOUNT,FILTER KIT-RT145	603-5500-600.256.000	620.23
GEORGE SIPEN	8/2/2019	O'REILLY AUTO SUPPLY	TRANS, OIL,AIR FILTERS-STOCK	603-5500-600.256.000	632.81
GEORGE SIPEN	8/7/2019	O'REILLY AUTO SUPPLY	WELDER, WELD HELMET,CART	603-5500-600.250.000	1,134.34
GEORGE SIPEN	7/24/2019	O'REILLY AUTO SUPPLY	SHOP SUPPLIES	603-5500-600.256.000	1,563.19
GEORGE SIPEN	8/2/2019	HOME DEPOT	BUCKET/BLEACH CLEANER	603-5500-600.250.000	59.61
GEORGE SIPEN	8/12/2019	HOME DEPOT	WATER HOSE	603-5500-600.250.000	81.33
GEORGE SIPEN	8/7/2019	HOME DEPOT	HAND TOOLS FOR SHUTTLES	603-5500-600.305.000	132.18
GEORGE SIPEN	7/31/2019	NVB EQUIPMENT	TM21 COMP-STOCK	603-5500-600.256.000	80.35
GEORGE SIPEN	8/6/2019	NVB EQUIPMENT	A/C COMPRESSORS/IN LINE DRI-STOCK	603-5500-600.256.000	793.14
GEORGE SIPEN	7/23/2019	NVB EQUIPMENT	SHOP SUPPLIES-121" 6K GRV	603-5500-600.256.000	1,004.50
GEORGE SIPEN	7/23/2019	OFFICE DEPOT	PRINTER PAPER	603-5500-600.250.000	26.03
GEORGE SIPEN	8/6/2019	WALMART	TRASH BAGS	603-5500-600.250.000	13.80
GEORGE SIPEN	7/30/2019	WALMART	MOP	603-5500-600.250.000	25.74
GEORGE SIPEN	7/30/2019	MICHAEL AUTOMOTIVE CENTER	OIL FILLER CAPS-STOCK	603-5500-600.256.000	60.12
GEORGE SIPEN	8/5/2019	MICHAEL AUTOMOTIVE CENTER	SUNSHADE-STOCK	603-5500-600.256.000	137.96
GEORGE SIPEN	8/5/2019	MICHAEL AUTOMOTIVE CENTER	SUNSHADE-STOCK	603-5500-600.256.000	137.96

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPEN	8/15/2019	MICHAEL AUTOMOTIVE CENTER	ACTUATOR-RT158	603-5500-600.256.000	255.51
GEORGE SIPEN	8/13/2019	MICHAEL AUTOMOTIVE CENTER	MODULE-RT169	603-5500-600.256.000	595.16
GEORGE SIPEN	8/6/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	178.66
GEORGE SIPEN	8/16/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	178.66
GEORGE SIPEN	8/7/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	358.80
GEORGE SIPEN	7/30/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	362.72
GEORGE SIPEN	8/20/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	535.98
GEORGE SIPEN	8/1/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	739.60
GEORGE SIPEN	8/12/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.256.000	905.30
GEORGE SIPEN	7/31/2019	JORGENSEN COMPANY	CREDIT FOR PREPAYMENT	603-5500-600.400.000	(219.05)
GEORGE SIPEN	7/26/2019	JORGENSEN COMPANY	FIRE EXTINGUISHER ANNUAL MAIN	603-5500-600.400.000	218.87
GEORGE SIPEN	7/31/2019	JORGENSEN COMPANY	BLOODBORNE CLEAN UP KITS	603-5500-600.250.000	238.10
GEORGE SIPEN	8/1/2019	POWER TRANSMISSION & SUPPLY	CABLE-STOCK	603-5500-600.256.000	242.08
GEORGE SIPEN	8/19/2019	FRONTIER FASTENER	WASHERS-STOCK	603-5500-600.256.000	84.89
GEORGE SIPEN	7/22/2019	FRONTIER FASTENER	SHOP SUPPLIES	603-5500-600.256.000	234.44
GEORGE SIPEN	7/24/2019	SAFETY-KLEEN SYSTEMS, INC	OIL RECYCLING FEE	603-5500-600.400.000	686.62
GEORGE SIPEN	8/13/2019	ALL AMERICAN GLASS	REPLACE WINDSHIELD-RT120	603-5500-600.256.000	335.79
GEORGE SIPEN	8/7/2019	CAL DISTRIBUTING	REGULATOR-RT188	603-5500-600.256.000	587.80
GEORGE SIPEN	8/9/2019	CAL DISTRIBUTING	ALTERNATOR-RT188	603-5500-600.256.000	2,238.32
GEORGE SIPEN	8/7/2019	CAL DISTRIBUTING	ALTERNATOR-RT188	603-5500-600.256.000	2,238.32
GEORGE SIPEN	8/7/2019	CAL DISTRIBUTING	ALTERNATOR-RT188	603-5500-600.256.000	2,238.32
GEORGE SIPEN	7/31/2019	TRUCKPRO, LLC	LED LIGHTS/PIGTAILS-STOCK	603-5500-600.256.000	36.44
GEORGE SIPEN	7/24/2019	TRUCKPRO, LLC	SWITCHES-STOCK	603-5500-600.256.000	48.46
WILBERT CANTU	8/8/2019	BELNICK INC	CHAIRS FOR EXPLORERS TRAILER	800-0000-121.000.000	1,261.69
GREG GARNER	8/2/2019	CALIFORNIA POLICE CHIEF'S ASSOC	PARTIAL CREDIT-ANNUAL TRAINING	100-2300-610.915.000	(375.00)
JACOB PUMAREJO	9/11/2019	AMAZON	TRT LADDER	100-2200-600.250.000	129.99
KELLI TELLEZ	7/30/2019	AMAZON	SUPPLIES	100-2500-600.250.000	87.65
KELLI TELLEZ	7/30/2019	AMAZON	PAPER TOWEL HOLDER	100-2500-600.250.000	39.99
KELLI TELLEZ	7/31/2019	SAVEMART	LUNCH SUPPLIES-INTERVIEW PANEL	100-2500-600.250.000	23.37
KELLI TELLEZ	8/7/2019	CA CONF OF ARSON	ARSON CLASS FOR CEASAR LUNA	100-2550-610.915.000	450.00
KELLI TELLEZ	8/7/2019	WPSG	PANTS-PAUL DEMMERS REVOLVING	100-0000-123.010.000	393.97
MIKAL KIRCHNER	7/25/2019	THE HOME DEPOT	RUBBER MAT FOR SOFTBALL STRIKE ZONE	100-4700-600.250.000	37.64
MIKAL KIRCHNER	8/12/2019	NELSON'S HARDWARE	SR. MOP RETURNED DISCOUNTED	100-4500-600.250.000	14.63
MIKAL KIRCHNER	8/15/2019	THE HOME DEPOT	CHLORINE SPRAY PARK	100-4700-600.250.000	14.88
MIKAL KIRCHNER	8/19/2019	SQ. FRESNO EOC	JULY SENIOR CENTER MEALS	100-4500-600.400.000	2,029.01
MIKAL KIRCHNER	8/19/2019	SQ. FRESNO EOC	SITE SUPPLIES SR. MEALS	100-4500-600.250.000	109.99
MIKAL KIRCHNER	8/19/2019	SQ. FRESNO EOC	JUNE SENIOR CENTER MEALS	100-4500-600.400.000	1,790.05
MIKAL KIRCHNER	8/21/2019	NELSON'S HARDWARE	SR. CENTER MOP	100-4500-600.250.000	29.29
MYRON DYCK	8/7/2019	SOUTHERN FOLGER DETENTION	REPLACEMENT JAIL KEYS	100-2100-600.370.000	172.48
MYRON DYCK	8/9/2019	76 STATION	FUEL FOR UNIT 197, KEY FAILURE	701-9200-600.257.000	49.00

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	7/25/2019	NELSON'S ACE HARDWARE	ROD REBAR-PW VALVE HANDLES	701-9200-600.250.000	54.63
NESTOR GALVAN	8/2/2019	NELSON'S ACE HARDWARE	PTO SWITCH/MOTOR BASE-UNIT #4403,3205	701-9200-600.256.000	71.54
NESTOR GALVAN	8/19/2019	NELSON'S ACE HARDWARE	GUARD ASSY-EDGERS	701-9200-600.250.000	81.88
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	STROBE LIGHT-UNIT #727-INV#741743	701-9200-600.256.000	(141.55)
NESTOR GALVAN	7/30/2019	NAPA AUTO PARTS	SERVICE SHOCK ABSORBER-UNIT #187	701-9200-600.256.000	(95.13)
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	CABLE TIE-UNIT #196 INV#741405	701-9200-600.256.000	(10.84)
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	MOTOR MOUNT-UNIT 184 INV#741975	701-9200-600.256.000	(8.34)
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	CABLE TIE-RETURN CV BOOT-UNIT#196	701-9200-600.256.000	1.11
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	CV BOOT CLAMP-UNIT #196	701-9200-600.256.000	1.63
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	UJOINT-UNIT #196	701-9200-600.256.000	3.86
NESTOR GALVAN	8/7/2019	NAPA AUTO PARTS	ENGINE TREATMENT-UNIT #3204	701-9200-600.256.000	7.20
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	UJOINTS-UNIT #196	701-9200-600.256.000	7.72
NESTOR GALVAN	7/25/2019	NAPA AUTO PARTS	PAINT FOR EDGERS	701-9200-600.250.000	7.91
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	CV BOOT CLAMP-UNIT #196	701-9200-600.256.000	8.10
NESTOR GALVAN	7/29/2019	NAPA AUTO PARTS	SPARK PLUGS-UNIT #3205	701-9200-600.256.000	8.24
NESTOR GALVAN	7/25/2019	NAPA AUTO PARTS	PAINT FOR VALVE HANDLES	701-9200-600.250.000	8.34
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	TRANSMISSION MOUNT-UNIT #184	701-9200-600.256.000	8.34
NESTOR GALVAN	8/1/2019	NAPA AUTO PARTS	MOLDING TAPE-UNIT #190	701-9200-600.256.000	8.58
NESTOR GALVAN	8/5/2019	NAPA AUTO PARTS	RED METAL MARKERS-STOCK	701-9200-600.250.000	9.68
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	KOOLER KLEEN TRANS FLUSH-UNIT #173	701-9200-600.256.000	10.84
NESTOR GALVAN	8/13/2019	NAPA AUTO PARTS	THERMOSTAT/HOUSING SEAL-UNIT #170	701-9200-600.256.000	11.90
NESTOR GALVAN	8/13/2019	NAPA AUTO PARTS	THERMOSTAT/HOUSING SEAL-UNIT #180	701-9200-600.256.000	11.90
NESTOR GALVAN	7/25/2019	NAPA AUTO PARTS	OIL/AIR FILTERS-UNIT #316	701-9200-600.256.000	15.13
NESTOR GALVAN	7/25/2019	NAPA AUTO PARTS	H SWITCH-UNIT 194	701-9200-600.256.000	16.05
NESTOR GALVAN	7/25/2019	NAPA AUTO PARTS	OIL FILTER WRENCH-UNIT 316	701-9200-600.256.000	23.42
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	BELT TENSIONER ASSY-UNIT #170	701-9200-600.256.000	29.29
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	WINDSHIELD FLUID-STOCK	701-9200-600.250.000	32.21
NESTOR GALVAN	8/15/2019	NAPA AUTO PARTS	TRANSMISSION MOUNT-UNIT #178	701-9200-600.256.000	41.94
NESTOR GALVAN	7/22/2019	NAPA AUTO PARTS	SPARK PLUGS/AIR FILTERS-#4231,4226 4224	701-9200-600.256.000	44.10
NESTOR GALVAN	8/9/2019	NAPA AUTO PARTS	BLOWER MOTOR/AC-UNIT #178	701-9200-600.256.000	47.20
NESTOR GALVAN	8/6/2019	NAPA AUTO PARTS	THREADLOCKER-UNIT #196	701-9200-600.256.000	51.50
NESTOR GALVAN	8/1/2019	NAPA AUTO PARTS	SAFETY TAPE-STOCK	701-9200-600.250.000	61.99
NESTOR GALVAN	8/7/2019	NAPA AUTO PARTS	SNAP RING PLIER SET-SHOP TOOLS	701-9200-600.305.000	63.56
NESTOR GALVAN	8/7/2019	NAPA AUTO PARTS	ALTERNATOR BEARINGS-STOCK	701-9200-600.250.000	81.66
NESTOR GALVAN	7/30/2019	NAPA AUTO PARTS	BLADES FOR EXMARKS-STOCK	701-9200-600.250.000	99.75
NESTOR GALVAN	7/29/2019	NAPA AUTO PARTS	AIR FILTERS-UNIT#3204,3205 ,3206	701-9200-600.256.000	121.36
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	HYDRAULIC MOTOR MOUNT-UNIT #194	701-9200-600.250.000	123.02
NESTOR GALVAN	8/9/2019	NAPA AUTO PARTS	STROBE LIGHT-UNIT #727	701-9200-600.256.000	141.55
NESTOR GALVAN	8/20/2019	NAPA AUTO PARTS	EXMARK BLADES	701-9200-600.250.000	173.19
NESTOR GALVAN	8/15/2019	NAPA AUTO PARTS	STRUT/MODULAR ASSY-UNIT #180	701-9200-600.256.000	183.49

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	8/8/2019	NAPA AUTO PARTS	BORE SCOPE-SHOP TOOL	701-9200-600.305.000	216.94
NESTOR GALVAN	8/12/2019	NAPA AUTO PARTS	ENGINE COOLING FAN ASSY-UNIT #170	701-9200-600.256.000	274.43
NESTOR GALVAN	8/8/2019	NAPA AUTO PARTS	WELDING HELMET-	701-9200-600.305.000	325.41
NESTOR GALVAN	8/7/2019	NAPA AUTO PARTS	MAY TRACS BILLING	701-9200-600.400.000	349.50
NESTOR GALVAN	7/31/2019	NAPA AUTO PARTS	JUNE TRACS BILLING	701-9200-600.400.000	349.50
NESTOR GALVAN	8/13/2019	NAPA AUTO PARTS	EXMARK BLADES-STOCK	701-9200-600.250.000	351.26
NESTOR GALVAN	8/13/2019	NAPA AUTO PARTS	EXMARK BLADES-STOCK	701-9200-600.250.000	351.26
NESTOR GALVAN	7/29/2019	NAPA AUTO PARTS	STRUTS, SHOCKS-UNIT#187	701-9200-600.256.000	598.00
NESTOR GALVAN	8/14/2019	SWANSON FAHRNEY FORD	INSULATOR ASSY-UNIT #184	701-9200-600.256.000	118.82
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #723	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #224	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #227	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #222	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #173	701-9200-600.400.000	50.00
NESTOR GALVAN	8/5/2019	ARMANDO'S SMOG	SMOG - UNIT #726	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #175	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #177	701-9200-600.400.000	50.00
NESTOR GALVAN	8/2/2019	ARMANDO'S SMOG	SMOG - UNIT #722	701-9200-600.400.000	50.00
NESTOR GALVAN	8/5/2019	ARMANDO'S SMOG	SMOG - UNIT #716	701-9200-600.400.000	50.00
NESTOR GALVAN	8/5/2019	ARMANDO'S SMOG	SMOG - UNIT #721	701-9200-600.400.000	50.00
NESTOR GALVAN	8/20/2019	KIMBALL MIDWEST	CRIMPER/GLOVES-SHOP TOOLS	701-9200-600.305.000	133.10
NESTOR GALVAN	8/20/2019	TIFCO INDUSTRIES	SCREWS-STOCK	701-9200-600.250.000	288.84
NESTOR GALVAN	8/8/2019	O'REILLY AUTO SUPPLY	NERF BAR STEP-UNIT#1006-INV#2886-348465	701-9200-600.256.000	(219.50)
NESTOR GALVAN	8/21/2019	O'REILLY AUTO SUPPLY	RAZOR BLADES-STOCK	701-9200-600.250.000	6.51
NESTOR GALVAN	8/13/2019	O'REILLY AUTO SUPPLY	THERMOSTAT/OUTLET SEAL-UNIT #180	701-9200-600.256.000	10.68
NESTOR GALVAN	7/30/2019	O'REILLY AUTO SUPPLY	CABIN FILTER-UNIT #227	701-9200-600.256.000	17.58
NESTOR GALVAN	8/15/2019	O'REILLY AUTO SUPPLY	SIDE MARKER-UNIT 178	701-9200-600.256.000	21.28
NESTOR GALVAN	8/1/2019	O'REILLY AUTO SUPPLY	STOPLIGHT SWITCH-UNIT #175	701-9200-600.256.000	22.66
NESTOR GALVAN	7/31/2019	O'REILLY AUTO SUPPLY	DEGREASER-STOCK	701-9200-600.250.000	24.94
NESTOR GALVAN	8/8/2019	O'REILLY AUTO SUPPLY	STEEL WOOL,SPOT REMOVER-UNIT #1315	701-9200-600.256.000	35.22
NESTOR GALVAN	8/15/2019	O'REILLY AUTO SUPPLY	REAR MAIN KIT/GASKET MAKER-UNIT #173	701-9200-600.256.000	36.38
NESTOR GALVAN	8/7/2019	O'REILLY AUTO SUPPLY	CAR WASH BRUSH	701-9200-600.250.000	37.96
NESTOR GALVAN	8/1/2019	O'REILLY AUTO SUPPLY	ACCUMULATOR-UNIT #170	701-9200-600.256.000	38.51
NESTOR GALVAN	7/22/2019	O'REILLY AUTO SUPPLY	FAN ASSEMBLY-UNIT 194	701-9200-600.256.000	46.61
NESTOR GALVAN	7/24/2019	O'REILLY AUTO SUPPLY	KEYLESS REMOTE-STOCK	701-9200-600.250.000	46.61
NESTOR GALVAN	8/6/2019	O'REILLY AUTO SUPPLY	BLOWER MOTOR-UNIT #177	701-9200-600.256.000	48.37
NESTOR GALVAN	7/24/2019	O'REILLY AUTO SUPPLY	TIRE SHINE-STOCK	701-9200-600.250.000	48.75
NESTOR GALVAN	7/24/2019	O'REILLY AUTO SUPPLY	CABIN FILTER-UNIT #195	701-9200-600.256.000	50.50
NESTOR GALVAN	7/31/2019	O'REILLY AUTO SUPPLY	CAR WASH SOAP-STOCK	701-9200-600.250.000	50.97
NESTOR GALVAN	7/24/2019	O'REILLY AUTO SUPPLY	DIESEL EXHAUST FLUID-STOCK	701-9200-600.250.000	86.69

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	8/21/2019	O'REILLY AUTO SUPPLY	EXHAUST FLUID-STOCK	701-9200-600.250.000	86.69
NESTOR GALVAN	8/7/2019	O'REILLY AUTO SUPPLY	BATTERY-STOCK	701-9200-600.250.000	105.00
NESTOR GALVAN	8/5/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT #226	701-9200-600.256.000	115.25
NESTOR GALVAN	8/7/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT #196	701-9200-600.256.000	127.85
NESTOR GALVAN	8/14/2019	O'REILLY AUTO SUPPLY	RETHREAD KIT-SHOP TOOLS	701-9200-600.305.000	162.70
NESTOR GALVAN	8/14/2019	O'REILLY AUTO SUPPLY	BRAKE CLEANER/BATTERY-UNIT #722	701-9200-600.256.000	168.30
NESTOR GALVAN	8/14/2019	O'REILLY AUTO SUPPLY	RAD CAPS/CABIN FILTERS-STOCK	701-9200-600.250.000	174.05
NESTOR GALVAN	7/30/2019	O'REILLY AUTO SUPPLY	AC COMPRESSOR-UNIT #227	701-9200-600.256.000	542.38
NESTOR GALVAN	7/23/2019	NELSON'S POWER CENTER	MOTOR BRACE-UNIT #4401	701-9200-600.256.000	15.93
NESTOR GALVAN	8/21/2019	NELSON'S POWER CENTER	BEARING/SHAFT-UNIT #4401	701-9200-600.256.000	35.79
NESTOR GALVAN	8/5/2019	NELSON'S POWER CENTER	REWIND STARTER-UNIT #4410	701-9200-600.256.000	36.57
NESTOR GALVAN	8/21/2019	NELSON'S POWER CENTER	AUTOCUT GUARD FOR EDGERS-UNIT #4401,4405	701-9200-600.256.000	154.84
NESTOR GALVAN	8/20/2019	MCCARTY'S COLLISION CENTER	BODY WORK-UNIT 193	701-9200-600.400.000	1,619.73
NESTOR GALVAN	8/8/2019	DAVE'S TOWING	TOW PD UNIT #193-KINGSBURG TO YARD	701-9200-600.458.000	85.00
NESTOR GALVAN	7/22/2019	THE MOWERS EDGE	IGNITION SWITCH-UNIT #3204	701-9200-600.256.000	24.73
NESTOR GALVAN	7/22/2019	THE MOWERS EDGE	IDLER PULLEYS-STOCK	701-9200-600.250.000	88.61
NESTOR GALVAN	8/8/2019	THE MOWERS EDGE	GALLON-2 CYCLE FUEL MIX	701-9200-600.250.000	310.80
NESTOR GALVAN	7/23/2019	THE MOWERS EDGE	GALLON-2 CYCLE FUEL MIX	701-9200-600.250.000	310.80
NESTOR GALVAN	8/8/2019	THE MOWERS EDGE	PULLEY, BUSHING SUSP, BELT-UNIT #3205	701-9200-600.256.000	336.90
NESTOR GALVAN	8/19/2019	COOK'S COMMUNICATION	REPAIRED ANTENNA/CORROSION-UNIT 179	701-9200-600.400.000	50.00
NESTOR GALVAN	8/21/2019	COLLINS UPHOLSTERY	REUPHOLSTER BUCKET SEATS-UNIT #193	701-9200-600.400.000	512.54
NESTOR GALVAN	8/6/2019	SPEEDO CHECK	SPEEDOMETER CALIBRATION ON PD 20 UNITS	701-9200-600.400.000	1,000.00
NESTOR GALVAN	7/31/2019	VORTEX INDUSTRIES, INC.	REPAIR GATE @ CITY YARD	701-9200-600.400.000	429.00
NESTOR GALVAN	8/7/2019	ELBERT DISTRIBUTING INC.	OIL STABILIZERS-STOCK	701-9200-600.250.000	191.46
NESTOR GALVAN	7/25/2019	TIFCO INDUSTRIES	DRILL BITS - STREETS SMALL TOOLS	210-5400-600.305.000	43.93
NESTOR GALVAN	7/25/2019	TIFCO INDUSTRIES	DRILL BITS - PARKS SMALL TOOLS	100-5300-600.305.000	43.94
NESTOR GALVAN	7/29/2019	TIFCO INDUSTRIES	ROUND HEAD MACHINE SCREWS	701-9200-600.250.000	110.24
NESTOR GALVAN	7/22/2019	TIFCO INDUSTRIES	SHOP SUPPLIES-WRENCHES	701-9200-600.250.000	182.60
NESTOR GALVAN	8/1/2019	COUNTRY TIRE & WHEEL	TIRES-STOCK	701-9200-600.250.000	572.10
NESTOR GALVAN	8/7/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT #181	701-9200-600.400.000	23.00
NESTOR GALVAN	8/21/2019	CAMACHO TIRES	REPAIR FLAT-UNIT #806	701-9200-600.400.000	40.00
NESTOR GALVAN	8/19/2019	CAMACHO TIRES	INSTALL 3 NEW TIRES-UNIT #179	701-9200-600.400.000	75.00
NESTOR GALVAN	7/25/2019	CAMACHO TIRES	INSTALL 4 NEW TIRES-UNIT #315	701-9200-600.400.000	95.00
NESTOR GALVAN	7/23/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT #1001	701-9200-600.400.000	310.00
NESTOR GALVAN	8/2/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES-UNIT #717	701-9200-600.400.000	390.00
NESTOR GALVAN	8/19/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES-UNIT #179	701-9200-600.400.000	480.00
NESTOR GALVAN	7/29/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES-UNIT #1000	701-9200-600.400.000	620.00
NESTOR GALVAN	8/6/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES-UNIT #196	701-9200-600.400.000	620.00
NESTOR GALVAN	7/29/2019	CAMACHO TIRES	INSTALL 4 NEW TIRES-UNIT #195	701-9200-600.400.000	1,240.00
NESTOR GALVAN	8/19/2019	CAMACHO TIRES	INSTALL 4 NEW TIRES-UNIT #193	701-9200-600.400.000	1,240.00

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	7/29/2019	ASSOCIATED COMPRESSOR	SERVICE COMPRESSOR-UNIT #2203	701-9200-600.400.000	370.96
NESTOR GALVAN	7/30/2019	FAST UNDERCAR	REAR GAS SHOCK ABSORBER-UNIT#187	701-9200-600.256.000	70.30
NESTOR GALVAN	8/12/2019	FAST UNDERCAR	TCTL POLICE PAD-UNIT #184	701-9200-600.256.000	72.42
NESTOR GALVAN	7/29/2019	FAST UNDERCAR	STABILIZER BAR-UNIT #187	701-9200-600.256.000	76.17
NESTOR GALVAN	8/14/2019	FAST UNDERCAR	SLOTTED ROTOR/PADS-UNIT #180	701-9200-600.256.000	339.95
NESTOR GALVAN	8/14/2019	FAST UNDERCAR	SLOTTED ROTOR/PADS-UNIT #1001	701-9200-600.256.000	362.85
NESTOR GALVAN	8/6/2019	FAST UNDERCAR	SLOTTED ROTOR/PADS-UNIT #196	701-9200-600.256.000	377.29
NESTOR GALVAN	7/29/2019	FAST UNDERCAR	SLOTTED ROTOR/PADS-UNIT #196	701-9200-600.256.000	377.29
NESTOR GALVAN	8/14/2019	SNAP-ON INDUSTRIAL	TORQ WRENCH-SHOP TOOLS	701-9200-600.305.000	348.53
NESTOR GALVAN	7/31/2019	AUTO HOUSE OF CLOVIS, INC	REPLACE MIRROR-UNIT #87-ZERO MC	701-9200-600.400.000	55.39
NESTOR GALVAN	8/5/2019	JASPER'S ENGINES & TRANSMISSIONS	TRANSMISSION-UNIT #173	701-9200-600.256.000	2,635.21
NESTOR GALVAN	8/8/2019	AUTO GEEK	HEADLIGHT PROTECTOR-UNITS#1001,194,197	701-9200-600.256.000	221.22
NICOLETTE ANDERSEN	7/25/2019	WALMART	BMC SNACK BAR SUPPLIES	605-4300-656.540.030	94.91
NICOLETTE ANDERSEN	7/25/2019	PAYPAL	BB- FABRIC FOR COSTUMES	605-4300-656.540.031	92.60
NICOLETTE ANDERSEN	7/25/2019	OFFICEMAX/DEPOT	BMC POSTERS FOR LOBBY	605-4300-656.540.030	44.77
NICOLETTE ANDERSEN	7/27/2019	WALMART	BMC SNACK BAR SUPPLIES	605-4300-656.540.030	38.75
NICOLETTE ANDERSEN	7/26/2019	BATTERIES PLUS	BMC- BATTERIES FOR MICS	605-4300-656.540.030	209.90
NICOLETTE ANDERSEN	7/25/2019	COSPLAY SUPPLIES	BB- SUPPLIES FOR COSTUMES	605-4300-656.540.031	61.00
NICOLETTE ANDERSEN	7/31/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	106.20
NICOLETTE ANDERSEN	7/31/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	687.15
NICOLETTE ANDERSEN	8/1/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	47.90
NICOLETTE ANDERSEN	7/31/2019	OFFICEMAX/DEPOT	SAC OFFICE SUPPLIES	605-4300-600.250.000	50.15
NICOLETTE ANDERSEN	8/1/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	119.75
NICOLETTE ANDERSEN	8/2/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	666.68
NICOLETTE ANDERSEN	8/2/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	124.82
NICOLETTE ANDERSEN	8/2/2019	CANDY APPLE COSTUMES	CKP- COSTUMES FROZEN WIGS	100-4300-600.250.000	40.51
NICOLETTE ANDERSEN	8/2/2019	AMAZON	CKP-COSTUMES	100-4300-600.250.000	35.98
NICOLETTE ANDERSEN	8/3/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	28.08
NICOLETTE ANDERSEN	8/5/2019	AMAZON	CKP-COSTUMES	100-4300-600.250.000	26.95
NICOLETTE ANDERSEN	8/4/2019	THE HOME DEPOT	CKP-COSTUMES	100-4300-600.250.000	311.84
NICOLETTE ANDERSEN	8/5/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	166.40
NICOLETTE ANDERSEN	8/5/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	89.96
NICOLETTE ANDERSEN	8/7/2019	FULL COMPASS SYSTEM	SAC- MIC REPAIR SUPPLIES	605-4300-600.250.000	203.72
NICOLETTE ANDERSEN	8/7/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	114.74
NICOLETTE ANDERSEN	8/7/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	155.34
NICOLETTE ANDERSEN	8/7/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	15.99
NICOLETTE ANDERSEN	8/9/2019	AMAZON	SAC- STAGE LIGHTS BULBS RETURN	605-4300-600.250.000	(79.50)
NICOLETTE ANDERSEN	8/8/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	82.97
NICOLETTE ANDERSEN	8/8/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	44.97
NICOLETTE ANDERSEN	8/8/2019	VENDINI TIX	NEW RISER SEATING CHART	605-4300-600.400.000	95.00

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	8/9/2019	WALMART	CKP- FROZEN CRAFT SUPPLIES	100-4300-600.250.000	196.50
NICOLETTE ANDERSEN	8/9/2019	AMAZON	SAC- AMAZON PRIME	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	8/10/2019	THE HOME DEPOT	CKP- SET SUPPLIES	100-4300-600.250.000	422.39
NICOLETTE ANDERSEN	8/11/2019	THE HOME DEPOT	CKP- SET SUPPLIES	100-4300-600.250.000	169.29
NICOLETTE ANDERSEN	8/13/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	76.07
NICOLETTE ANDERSEN	8/14/2019	AMAZON	CKP- COSTUMES	100-4300-600.250.000	91.16
NICOLETTE ANDERSEN	8/15/2019	NELSONS ACE HARDWARE	SAC-GRIP TAPE RETURN	605-4300-600.250.000	(244.04)
NICOLETTE ANDERSEN	8/15/2019	WALMART	CKP- FROZEN CRAFT SUPPLIES	100-4300-600.250.000	108.61
NICOLETTE ANDERSEN	8/14/2019	WALMART	CKP-FROZEN CRAFT SUPPLIES	100-4300-600.250.000	156.38
NICOLETTE ANDERSEN	8/15/2019	NELSON ACE HARDWARE	SAC- GRIP TAP (RETURNED)	605-4300-600.250.000	244.04
NICOLETTE ANDERSEN	8/15/2019	SALLY BEAUTY COMPANY	CKP- WIG CAPS AND HAIR EXT.	100-4300-600.250.000	21.96
NICOLETTE ANDERSEN	8/16/2019	OFFICE MAX/ DEPOT	CKP- POSTER PRINTS FOR LOBBY	100-4300-600.250.000	27.25
NICOLETTE ANDERSEN	8/16/2019	WALMART	CKP- SNACK BAR SUPPLIES	100-4300-600.250.000	54.90
NICOLETTE ANDERSEN	8/17/2019	WALMART	CKP- SNACK BAR SUPPLIES	100-4300-600.250.000	51.76
NICOLETTE ANDERSEN	8/16/2019	AMAZON	SAC - GRIP TAP	605-4300-600.250.000	157.86
NICOLETTE ANDERSEN	8/16/2019	AMAZON	BB- WIG SUPPLIES	605-4300-656.540.031	10.84
NICOLETTE ANDERSEN	8/16/2019	AMAZON	BB- COSTUME SUPPLIES	605-4300-656.540.031	38.99
NICOLETTE ANDERSEN	8/16/2019	AMAZON	BB- COSTUMES FOR PHOTO SHOOT	605-4300-656.540.031	75.17
NICOLETTE ANDERSEN	8/17/2019	AMAZON	BB- COSTUMES	605-4300-656.540.031	19.99
NICOLETTE ANDERSEN	8/17/2019	AMAZON	BB- COSTUMES	605-4300-656.540.031	19.99
NICOLETTE ANDERSEN	8/17/2019	AMAZON	BB-COSTUMES FOR PHOTO SHOOT	605-4300-656.540.031	93.98
NICOLETTE ANDERSEN	8/18/2019	OFFICE MAX/ DEPOT	CKP - RAFFLE TICKETS	100-4300-600.250.000	15.18
NICOLETTE ANDERSEN	8/19/2019	AMAZON	BB-COSTUME SUPPLIES	605-4300-656.540.031	30.58
NICOLETTE ANDERSEN	8/19/2019	AMAZON	BB- COSTUME SUPPLIES	605-4300-656.540.031	274.93
NICOLETTE ANDERSEN	8/20/2019	AMAZON	BB- COSTUME SUPPLIES RETURN	605-4300-656.540.031	(19.99)
NICOLETTE ANDERSEN	8/20/2019	AMAZON	BB- COSTUME SUPPLIES RETURN	605-4300-656.540.031	(19.99)
NICOLETTE ANDERSEN	8/17/2019	HARBOR FREIGHT	EVIDENCE TOOLBOX	100-2100-600.250.000	26.49
POLICE DEPT NO 1	8/17/2019	GALLS	DUTY BELTS OTHER EQUIPMENT	100-2200-600.250.000	405.05
POLICE DEPT NO 1	8/17/2019	AMAZON MKTP	CAMERAS FOR PATROL	100-2200-600.250.000	552.50
POLICE DEPT NO 1	8/16/2019	PETCO	PETCO	100-2200-600.250.000	57.93
POLICE DEPT NO 2	7/23/2019	PET SUPPLIES PLUS	PET SUPPLIES PLUS	100-2200-600.250.000	97.13
POLICE DEPT NO 2	8/8/2019	PETSMART	PETSMART	100-2200-600.250.000	70.93
POLICE DEPT NO 2	8/12/2019	COSTCO	COSTCO	701-9200-600.257.000	30.22
POLICE DEPT NO 2	8/13/2019	HOLIDAY INN	HOLIDAY INN	100-2100-610.910.000	271.78
POLICE DEPT NO 2	8/13/2019	HOLIDAY INN	HOLIDAY INN	100-2100-610.910.000	271.78
RECREATION DEPT	7/25/2019	SAVEMART	ICE CREAM	100-4200-600.250.000	8.98
RECREATION DEPT	7/29/2019	COSTCO	SNACK BAR ITEMS	100-4200-600.250.000	91.69
RECREATION DEPT	7/30/2019	AMAZON	CKP FROZEN PROPS	100-4300-600.250.000	9.99
RECREATION DEPT	7/31/2019	AMAZON	BEAUTY AND THE BEAST COSTUMES	605-4300-656.540.031	32.14
RECREATION DEPT	8/2/2019	WALMART	MISC SR. CENTER SUPPLIES	100-4200-600.250.000	42.22

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION DEPT	8/3/2019	AMAZON	ALOHA BACKDROP FOR DANCE	805-0000-226.200.000	18.99
RECREATION DEPT	8/5/2019	DOLLAR TREE	MISC. FOR DANCE	805-0000-226.200.000	31.46
RECREATION DEPT	8/12/2019	AMAZON	MICROPHONE CABLE	100-4200-600.250.000	8.23
RECREATION DEPT	8/14/2019	SMART AND FINAL	MISC SR. CENTER SUPPLIES	100-4200-600.250.000	226.13
RECREATION DEPT	8/14/2019	SIERRA MARKET	CHICKEN FOR DANCE	805-0000-226.200.000	51.60
RECREATION DEPT	8/15/2019	WALMART	MISC. DANCE SUPPLIES	805-0000-226.200.000	102.58
RECREATION DEPT	8/19/2019	UNITED MARKET	PINEAPPLES FOR DANCE	805-0000-226.200.000	20.94
RECREATION DEPT	8/15/2019	SIERRA MARKET	WATERMELON & SEASONING	805-0000-226.200.000	23.09
REYNA RIVERA	7/25/2019	COSTCO	RETIREMENT EVENT SUPPLIES	100-1400-600.250.000	9.28
REYNA RIVERA	7/25/2019	ANGIE'S VANILLA BEAN BAKERY	RETIREMENT CAKE	100-1400-600.250.000	65.00
REYNA RIVERA	8/2/2019	WALMART, SELMA	RETIREMENT EVENT SUPPLIES	100-1400-600.250.000	13.72
REYNA RIVERA	8/7/2019	VCN*FRESNO CO RECORDER	RECORDED GRANT DEED COPY	100-1700-600.210.000	7.50
REYNA RIVERA	8/13/2019	LEAGUE OF CA CITIES	CONF REGISTRATION TRUJILLO	100-1100-610.920.000	550.00
REYNA RIVERA	8/13/2019	LEAGUE OF CA CITIES	CONF REGISTRATION AVALOS	100-1100-610.920.000	550.00
ROBERT PETERSEN	7/25/2019	NFPA NATL FIRE PROTECTION	SUBSCRIPTION FOR FIRE STANDARDS	100-2525-610.915.000	1,575.00
ROBERT PETERSEN	7/30/2019	WPSG	CREDIT-RETURN MEDALLIONS	100-2500-600.250.000	(46.77)
ROBERT PETERSEN	7/30/2019	CHICAGO PIZZA	LUNCH FOR FIREFIGHTER TESTING	100-2500-600.250.000	96.35
ROBERT PETERSEN	7/30/2019	SAVEMART	LUNCH SUPPLIES FOR PANEL	100-2500-600.250.000	39.93
ROBERT PETERSEN	7/31/2019	SAVEMART	LUNCH FOR PANELISTS -DAY 2	100-2500-600.250.000	65.89
ROBERT PETERSEN	8/16/2019	ENDEAVOR BUSINESS MEDIA	FIREHOUSE EXPO CONFERENCE	100-2500-610.915.000	844.00
SHANE FERRELL	7/31/2019	NELSON'S ACE HARDWARE	LITH 9V BATTERIES-LLMDS	220-5300-600.250.000	9.75
SHANE FERRELL	7/31/2019	NELSON'S ACE HARDWARE	LITH 9V BATTERIES-WHITSON ISLAND	210-5400-600.250.000	9.75
SHANE FERRELL	8/2/2019	NELSON'S ACE HARDWARE	DBLE END BULB FOR GAZEBO @ LINCOLN PARK	100-5300-600.250.000	9.75
SHANE FERRELL	8/8/2019	NELSON'S ACE HARDWARE	GATE LATCH/HINGE-CITY HALL	702-9300-600.250.000	12.98
SHANE FERRELL	7/22/2019	NELSON'S ACE HARDWARE	VALVES-WEED & SEED	702-9300-600.250.000	22.86
SHANE FERRELL	8/12/2019	NELSON'S ACE HARDWARE	HARDWARE-RINGO PARK	100-5300-600.250.000	24.56
SHANE FERRELL	7/31/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-SALAZAR CENTER	702-9300-600.250.000	31.82
SHANE FERRELL	7/23/2019	NELSON'S ACE HARDWARE	PLUMBING SUPPLIES-PD	702-9300-600.250.000	33.04
SHANE FERRELL	8/13/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-WEED & SEED	702-9300-600.250.000	33.79
SHANE FERRELL	8/5/2019	NELSON'S ACE HARDWARE	KILLZ ALL WEED/GRASS-LLMD'S	220-5300-600.250.000	34.57
SHANE FERRELL	8/5/2019	NELSON'S ACE HARDWARE	KILLZ ALL WEED/GRASS-STREETS	210-5400-600.250.000	34.57
SHANE FERRELL	8/20/2019	NELSON'S ACE HARDWARE	BULBS FOR GAZEBO @ LINCOLN PARK	100-5300-600.250.000	35.12
SHANE FERRELL	7/22/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-CITY HALL	702-9300-600.250.000	59.36
SHANE FERRELL	8/5/2019	NELSON'S ACE HARDWARE	KILLZ ALL WEED/GRASS-PARKS	100-5300-600.250.000	69.14
SHANE FERRELL	8/13/2019	NELSON'S ACE HARDWARE	CHISEL SET/PLIERS-PARKS	100-5300-600.250.000	84.97
SHANE FERRELL	8/13/2019	NELSON'S ACE HARDWARE	NYLON ROPE/SNAP QUICK-SHAFER/RINGO PARK	100-5300-600.250.000	133.90
SHANE FERRELL	8/8/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-WEED & SEED	702-9300-600.250.000	216.20
SHANE FERRELL	7/22/2019	NELSON'S ACE HARDWARE	2 GALLON PAINT/BIT SET-PARKS	100-5300-600.250.000	311.97
SHANE FERRELL	7/31/2019	NELSON'S ACE HARDWARE	TRASH CANS/WHEELBARROW-PARKS	100-5300-600.250.000	346.22
SHANE FERRELL	7/29/2019	HOME DEPOT	ADAPTORS-FLEET	702-9300-600.250.000	16.57

US BANK INVOICE FOR CALCARD CHARGES: 7/23/19-8/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	7/29/2019	HOME DEPOT	GOLD BIT SET-FLEET	702-9300-600.250.000	64.99
SHANE FERRELL	8/13/2019	HOME DEPOT	HUSKY ROLLING TOOL BOX-WEED&SEED	702-9300-600.250.000	69.97
SHANE FERRELL	8/11/2019	HOME DEPOT	SEALER/BRUSH-CITY HALL RESTROOM	702-9300-600.250.000	70.07
SHANE FERRELL	8/13/2019	HOME DEPOT	FLOORING SUPPLIES-WEED & SEED	702-9300-600.250.000	132.80
SHANE FERRELL	8/13/2019	CENTRAL FLOOR SUPPLY	CARPET & SUPPLIES-WEED & SEED	702-9300-600.250.000	3,408.53
SHANE FERRELL	8/2/2019	STATEWIDE TRAFFIC SAFETY & SIGNS	3 - 5 GAL STENCIL GUARD	210-5400-600.250.000	183.57
SHANE FERRELL	8/2/2019	BELMONT NURSERY	OKLAHOMA LOW HEAD TREES-DOWNTOWN	210-5400-600.250.000	104.74
SHANE FERRELL	8/9/2019	1000 BULBS	THERMAL PHOTOCELL-STREET LIGHTS	210-5400-600.250.000	117.93
SHANE FERRELL	8/9/2019	1000 BULBS	PURCHASE 12 GLOBES - HOLLYWOOD LIGHTS	210-5400-600.250.000	1,586.79
SHANE FERRELL	7/29/2019	FLAGPOLES ETC	LED FLAGPOLE LIGHTS-PARKS	100-5300-600.250.000	350.00
SHANE FERRELL	8/7/2019	ALLFUSES	MIDGET FUSES-STREET LIGHTS	210-5400-600.250.000	216.95
SHANE FERRELL	8/2/2019	HD SUPPLY	ROTARY HAMMER DRILL -STREETS	210-5400-600.250.000	101.81
STEVEN MARES	8/8/2019	O'REILLY AUTO	CAR FOGGER	100-2200-600.250.000	7.58
STEVEN MARES	8/8/2019	FOOD 4 LESS	PRISONER MEALS	100-2200-600.250.000	17.56
STEVEN MARES	8/9/2019	NELSON'S ACE HARDWARE	KEYS	100-2200-600.250.000	8.66
STEVEN MARES	8/17/2019	REVANT OPTICS	LENS -REVOLVING ACCOUNT	100-0000-123.010.000	95.46
TERESA GALLAVAN	5/29/2019	GOOGLE	CREDIT FROM DISPUTED CHARGE	800-0000-121.000.000	(3.99)
TERESA GALLAVAN	7/23/2019	MAX'S BRUNCH HOUSE	MTG EXPENSE (WITH JACOB VILLAGOMEZ OF	100-1300-610.920.000	41.73
TERRY REID	7/23/2019	BOUNDTREE MEDICAL	FIRST RESPONDER KIT	100-2200-600.250.000	188.73
TERRY REID	7/31/2019	BOUNDTREE MEDICAL	RANGE/SHOOTING FIRST AID KIT	100-2200-600.250.000	202.87
TERRY REID	8/6/2019	CENTRAL VALLEY GUNS	RANGE TRAINING AMMO	100-2200-600.250.000	618.26
TERRY REID	8/12/2019	DELI DELICIOUS	RANGE TRAINERS/SUPV.MEAL PER DIEM	100-2200-610.915.000	32.61
TERRY REID	8/13/2019	TARGETS ONLINE	RANGE TARGETS	100-2200-600.250.000	366.77
TERRY REID	8/13/2019	UNIQUELY YOURS	EXPLORER UNIFORMS SHIRTS W/ PATCHES	800-0000-121.000.000	65.00
TERRY REID	8/16/2019	WENDY'S	RANGE TRAINERS/SUPV.MEAL PER DIEM	100-2200-610.915.000	18.86
TERRY REID	8/16/2019	THE HOME DEPOT	STAPLES FOR RANGE TARGETS	100-2200-600.250.000	11.90
TIM CANNON	8/4/2019	EXXON MOBIL	EXXON MOBIL	701-9200-600.257.000	47.54
TIM CANNON	8/8/2019	BEN CLARK TRAINING CENTER	BEN CLARK TRAINING CENTER	100-2100-610.915.000	565.47
TIM CANNON	8/9/2019	AYRES HOTEL MORENO VALLEY	AYRES HOTEL MORENO VALLEY	100-2100-610.915.000	537.70
TIM CANNON	8/9/2019	AYRES HOTEL MORENO VALLEY	AYRES HOTEL MORENO VALLEY	100-2100-610.915.000	537.70
TIM CANNON	8/9/2019	AYRES HOTEL MORENO VALLEY	AYRES HOTEL MORENO VALLEY	100-2100-610.915.000	537.70
TIM CANNON	8/8/2019	EXXON MOBIL	EXXON MOBIL	701-9200-600.257.000	54.50
					\$ 91,702.76

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
9/20/2019	115684-115692	\$3,378.78

Remittance Checks

Date	Check No.	Amount
9/20/2019	115693-115702	\$23,516.29

ACH Payment

Date	Description	Amount
9/13/2019	SP PR 91319	\$2,333.53
9/20/2019	PR SEPT2019	\$189,630.72

ITEM NO:

1.h.

SUBJECT: Consideration of an agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT)

BACKGROUND: The Selma Police Department is constantly looking for ways to improve its service levels to the community. Assembly Bill 109 (Public Safety Realignment) realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB 109 Plan," developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the formation of the "Adult Compliance Team" ("ACT") was authorized for creating a cooperative unit capable of addressing public safety concerns facing local law enforcement in Fresno County in light of the new realignment procedures. The City has participated in this program since 2015.

DISCUSSION: The ACT was formed in 2011 and is currently comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department, and officers of the Selma, Fresno, Clovis, Kingsburg, Reedley & Kerman Police Departments. The State of California has provided funding for the implementation of AB 109 services, including full funding for the officers from each department. This agreement allows the Selma Police Department to continue having a representative on the ACT. ACT members are responsible for assurance of compliance with the conditions of release for all the prisoners released into Fresno County, including the City of Selma, under the AB 109 provisions. Participation on the team allows greater supervision of Selma area AB109 released prisoners in both the City and its surrounding areas, at no cost to the City's General Fund, as the entire cost of the one (1) officer so assigned is covered by State funding.

The contract budget amount for the fiscal year 2019-2020 is \$182,643. The Finance Department will submit all expenditures to the Fresno County Probation Department for reimbursement quarterly.

FISCAL IMPACT : None (Funded by the State of California)

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to continue participation in the Fresno County Adult Compliance Team (ACT).

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1 **A G R E E M E N T**

2
3 THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by
4 and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and
5 the CITY OF SELMA, a municipal corporation, ("CONTRACTOR").

6 W I T N E S S E T H:

7 WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB
8 109), has realigned responsibilities for probation, post release community supervision (PRCS), and
9 mandatory supervised release of offenders; and

10 WHEREAS, the Public Safety Realignment Act AB 109 Implementation Plan of 2011, including its
11 updates, collectively referred to as the "AB 109 PLAN," was developed by the Fresno County Community
12 Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors; and

13 WHEREAS, the AB 109 PLAN includes formation of the Adult Compliance Team (ACT) to create a
14 cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in
15 Fresno County; and

16 WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department,
17 the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the
18 Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

19 WHEREAS, the State of California has provided funding to COUNTY for the purpose of
20 implementing AB 109 services; and

21 WHEREAS, CONTRACTOR desires to continue to be a member of ACT; and

22 WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement to maintain
23 CONTRACTOR as an ACT member, and to continue to implement AB 109 services.

24 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
25 contained, the parties hereto agree as follows:

26 1. OBLIGATIONS OF THE CONTRACTOR

27 CONTRACTOR shall assign one (1) police officer to fulfill the responsibilities of an ACT
28 member, in accordance with the ACT Operating Agreement, attached as Exhibit "A," and incorporated by

1 this reference. In the event that the AB 109 PLAN is revised by the CCP and approved by the Fresno
2 County Board of Supervisors, the responsibilities of the Police Officer under this Agreement may be
3 modified accordingly.

4 2. OBLIGATIONS OF THE COUNTY

5 COUNTY shall compensate CONTRACTOR for an amount equal to the cost of one (1) City
6 of Selma Police Officer ("Police Officer") for assignment to the ACT, not to exceed the maximum amount
7 payable under this Agreement of \$182,643.

8 3. TERM

9 This Agreement shall become effective retroactive to July 1, 2019, and shall terminate on
10 June 30, 2020.

11 4. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
13 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
15 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
16 notice.

17 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
18 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 19 1) An illegal or improper use of funds;
- 20 2) A failure to comply with any term of this Agreement;
- 21 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 22 4) Improperly performed service.

23 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
24 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
25 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
26 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
27 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
28 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund

1 any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated by COUNTY by giving thirty (30) days' advance written notice of an intention
4 to terminate to CONTRACTOR.

5 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
6 CONTRACTOR agrees to receive compensation, as follows:

7 CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno
8 Probation Department at: ProbationInvoices@FresnoCountyCA.gov^{mailto:}. Invoices must be submitted on
9 or after the dates of October 1, 2019, and January 1, April 1, and July 1, 2020, respectively, and include a
10 breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission
11 of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

12 Upon any termination of this Agreement, CONTRACTOR shall be compensated for costs
13 incurred under this Agreement, up to and including the date of termination.

14 In no event shall total compensation paid to CONTRACTOR for services performed under this
15 Agreement exceed \$182,643.

16 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
17 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
18 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
19 times be acting and performing as an independent contractor, and shall act in an independent capacity and
20 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
22 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
23 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
24 terms and conditions thereof.

25 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
26 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
28 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable

1 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
2 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
3 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
4 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
5 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

6 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
7 written consent of all the parties without, in any way, affecting the remainder.

8 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
9 their rights or duties under this Agreement without the prior written consent of the other party.

10 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
11 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
12 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
13 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
14 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
15 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
16 or corporation who may be injured or damaged by the performance, or failure to perform, of
17 CONTRACTOR, its officers, agents, or employees under this Agreement.

18 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request, defend the
19 CONTRACTOR, its officers, agents, and employees from any and all costs and expenses (including
20 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR
21 in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees
22 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
23 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may
24 be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or
25 employees under this Agreement.

26 In the event of concurrent negligence on the part of COUNTY or any of its officers, agents or
27 employees, and CONTRACTOR or any of its officers, agents, or employees, the liability for any and all
28 such claims, demands and actions in law or equity for such losses, costs, expenses and damages shall be

1 apportioned under the State of California's theory of comparative negligence, as presently established, or
2 as may be modified hereafter.

3 This Section 9 shall survive termination or expiration of this Agreement.

4 10. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
6 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
7 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
8 Joint Powers Agreement (JPA) throughout the term of the Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this Agreement.

19 C. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
21 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

23 D. Worker's Compensation

24 A policy of Worker's Compensation insurance as may be required by the California Labor
25 Code.

26 Additional Requirements Relating to Insurance

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
28 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
5 a minimum of thirty (30) days advance written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
7 employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
9 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
10 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E.
14 American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained
15 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for
16 any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has
17 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under
18 the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
19 General Liability insurance names the County of Fresno, its officers, agents and employees, individually
20 and collectively, as additional insured, but only insofar as the operations under this Agreement are
21 concerned; that such coverage for additional insured shall apply as primary insurance and any other
22 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
23 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
24 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
25 given to COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
27 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
28 Agreement upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in the State of California,
2 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
3 FSC VII or better.

4 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours,
5 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
6 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,
7 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
8 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

9 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
10 the examination and audit of the California State Auditor for a period of three (3) years after final payment
11 under contract (Government Code Section 8546.7).

12 12. NOTICES: The persons and their addresses having authority to give and receive notices
13 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	CITY OF SELMA
Chief Probation Officer	Chief of Police
3333 E. American Avenue, Suite B	1935 E. Front Street
Fresno, CA 93725	Selma, CA 93662

17 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
18 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
19 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
20 personal service is effective upon service to the recipient. A notice delivered by first-class United States
21 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
22 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
23 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
24 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
25 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
26 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
27 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
28 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section

1 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
2 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
3 beginning with section 810).

4 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
5 only be in Fresno County, California. The rights and obligations of the parties and all interpretation and
6 performance of this Agreement shall be governed in all respects by the laws of the State of California.

7 14. SEVERABILITY

8 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be
9 invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in
10 force and effect without being impaired or invalidated in any way.

11 15. WAIVER

12 The waiver by either party of a breach by the other of any provision of this Agreement shall not
13 constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different
14 provision of this Agreement. No waiver of a party's breach of any provision of this Agreement shall be
15 effective unless the waiver is in writing and signed by the party against whom the waiver is sought to be
16 enforced. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

17 16. INTERPRETATION

18 The parties acknowledge that this Agreement in its final form is the result of the combined efforts
19 of the parties and that, should any provision of this Agreement be found to be ambiguous in any way,
20 such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but
21 rather by construing the terms in accordance with their generally accepted meaning.

22 17. NO THIRD PARTY BENEFICIARIES

23 Nothing set forth in this Agreement shall create any legal rights in any person not a party to this
24 Agreement.

25 18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
26 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever, unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CITY OF SELMA**

COUNTY OF FRESNO

5 _____
6 (Authorized Signature)

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 _____
8 Print Name & Title

9 _____
10 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11
12
13
14
15 By: _____
16 Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 ORG No.: 34309999
19 Account No.: 7295
Fund: 0001
Subclass: 10000
20
21
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23
24
25
26
27
28

AB 109
The Criminal Justice Realignment Act
Adult Compliance Team (ACT)
September 2018

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, enjoined with evidence based practices, forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PCRS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; two (2) police officers from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; and one (1) police officer from the Kingsburg Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT

Advisory Sub-committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Services Manager is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Director. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remains the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Probation Records Information Management System (PRIMS). All

agencies participating on the ACT will have full access to Sharenet and the information in PRIMIS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Division Director may also assign training to the ACT members as it pertains to the Evidence Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

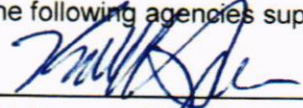
The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.


XVI. INTEGRATION

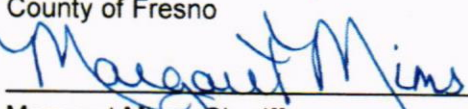
The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies.

XVII. SUPPORTING AGENCIES

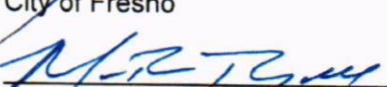
The following agencies support the mission and strategies of ACT:



 Kirk Haynes, Chief Probation Officer
 County of Fresno
 Dated 9/26/18

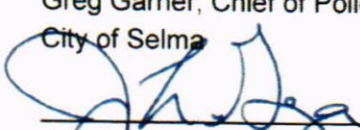

 Lisa A. Smittcamp, District Attorney
 County of Fresno
 Dated 9/24/18

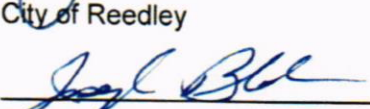

 Margaret Mims, Sheriff
 County of Fresno
 Dated 9/24/18


 Jerry Dyer, Chief of Police
 City of Fresno
 Dated 9/24/18


 Matthew Basgall, Chief of Police
 City of Clovis
 Dated 9-20-18


 Greg Garner, Chief of Police
 City of Selma
 Dated 9/20/18


 Jose L. Garza, Chief of Police
 City of Reedley
 Dated 9/24/18


 Joseph Blohm, Chief of Police
 City of Kerman
 Dated 9/20/18


 Neil Dadian, Chief of Police
 City of Kingsburg
 Dated 9/20/18

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

2.

SUBJECT:

Consideration of a Resolution approving a request for a fee waiver for the Selma Rotary District #5230 annual Band Festival Parade

DISCUSSION: The Selma Rotary District #5230 has submitted a request to waive fees associated with the annual Band Festival Parade.

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Permit, barricades and police and public works staff time which total \$12,691.30.

This event will take place on October 26, 2019 and will be the usual route.

The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Band Festival Parade event is also a means by which the City can showcase its downtown area.

RECOMMENDATION:

Consider request from the Selma Rotary District #5230 to Waive fees for annual Band Festival Parade.



Teresa Gallavan, City Manager

12-3-19

Date

RESOLUTION NO. 2019 –__R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE SELMA
ROTARY DISTRICT #5230 ANNUAL BAND FESTIVAL
PARADE**

WHEREAS, the Selma Rotary District #5230 (“Rotary”) requested that the City Council waive fees associated with its Annual Band Festival event to be held on October 26, 2019; and

WHEREAS, the total fees associated with the Annual Parade event are Twelve Thousand Six Hundred and Ninety-One Dollars and Thirty Cents (\$12,691.30), which includes the fees for the special events permit, sound permit, street closure permit, barricades, police and public works staff time; and

WHEREAS, the total amount Rotary is requesting the City Council to waive is Twelve Thousand Six Hundred and Ninety-One Dollars and Thirty Cents (\$12,691.30); and

WHEREAS, while the City is proposing to waive is Twelve Thousand Six Hundred and Ninety-One Dollars and Thirty Cents (\$12,691.30) associated with the Annual Parade event, Rotary is still required to comply with all other provisions of the City’s Municipal Code; and

WHEREAS, Rotary is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that high school band students from Selma and across the Central Valley participate in the event, and the parade allows the students to showcase their skills, recognizes the talent of local youth, and allows the community to celebrate the arts and culture. Further, the Annual Parade attracts between three and five thousand individuals to the City’s Downtown area, thereby serving as a vehicle to bring additional revenue to the City. The Annual Parade event is also a means by which the City can showcase its Downtown area.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Rotary is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver

serves a public purpose in that high school band students from Selma and across the Central Valley participate in the event, and the parade allows the students to showcase their skills, recognizes the talent of local youth, and allows the community to celebrate the arts and culture. Further, the Annual Parade attracts between three and five thousand individuals to the City's Downtown area, thereby serving as a vehicle to bring additional revenue to the City. The Annual Parade event is also a means by which the City can showcase its Downtown area.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Car Show event in the amount of Twelve Thousand Six Hundred and Ninety-One Dollars and Thirty Cents (\$12,691.30).

SECTION 4. Rotary shall comply with the City's Municipal Code during the Annual Parade event, and provide the City with all information required by City staff, including, but not limited to, the following:

1. Proof of insurance with the City named as additional insured.
2. Indemnification of the City.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Reyna Rivera

Subject: FW: Band Festival

From:

Sent: Friday, September 20, 2019 9:38 AM

To: Reyna Rivera <ReynaR@cityofselma.com>

Subject: Band Festival

Selma Rotary is asking for a waiver of all fees involved with our annual Selma Rotary Band Festival parade. This event brings in several thousand spectators from surrounding communities giving the city of Selma the opportunity to showcase our downtown area and local businesses. This year we have approximately 20 bands registered for our parade coming from as far south as Bakersfield and as far North as Madera. We also have bands coming from San Luis Obispo. In the past we have had bands spend the night at a local hotel and many of our spectators dine at local restaurants. This is a community event spotlighting our town, our schools, our dignitaries as well as various clubs and organizations. Selma Rotary considers the city of Selma to be a partner in this event as it benefits our community in many ways. We hope the City of Selma will once again join us in our 55th year presenting Selma Rotary Band Festival.

Thank you,

Char Tucker, Festival Chair

**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

October 7, 2019

ITEM NO: 3.

SUBJECT: Discussion and Direction Regarding the City's Billboard Display Sign Policy and Procedures

BACKGROUND: At the September 16, 2019 City Council meeting the City's Billboard Display Policy and Procedures were reviewed with City Council by staff.

DISCUSSION: Staff has developed three policies for City Council to review. The original policy developed in February of 2016 is attached for reference. This policy would be directed only to the billboard located on Whitson and Floral. The Highway 99 sign would remain for City of Selma's city-wide events only.

Three Policies for consideration:

Attachment A. City of Selma Only: Policy would limit the ad space for only City of Selma city-wide events, programs or public announcements that benefit, recognize or provide information to the public.

Attachment B. City of Selma and/or *Non-Profits: Policy would continue to allow ad space for City of Selma. Local non-profit organizations would also be permitted to place one ad up each month based on availability. The selection of the non-profit ad space would be done by drawing at a City Council meeting each October for the following year and one non-profit per month would be selected. Ads placed up by a non-profit would only be for promoting an event where the public is invited. (No organization would be allowed to promote for more than one month, unless no other entries are received for that month). In addition, non-profits might have times and days revised during the month, depending on ad timing and public announcements.

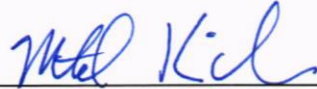
Attachment C. City of Selma and/or *Chamber of Commerce: Policy would remain as currently written in which City of Selma and/or Chamber of Commerce promote events.

*Staff through the Recreation and Community Services Department would assist organizations with the development and placement of promotional ads. However, no costs would be directly paid by the City of Selma when assisting a non-profit or the Chamber of Commerce develop an ad, those costs would need to be paid by the organization. Staff time will be monitored when assistance is requested.

Staff will review and provide a report on each of the three policies and is seeking a recommendation from City Council for the implementation.

RECOMMENDATION:

Review of Billboard Sign Display Attached Policies and Recommendation.



Mikal Kirchner, Director Recreation & Comm. Svcs.

10-3-19

Date



Teresa Gallavan, City Manager

10-3-19

Date



C I T Y O F S E L M A

RECREATION AND COMMUNITY SERVICES DEPARTMENT

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

City Display Signs Policy and Procedures Developed February 2016

1. The City of Selma Recreation and Community Services monitors the space time for promotional events sponsored by the City of Selma and/or the Selma Chamber of Commerce.
2. The promotional space is limited in time available due to the Business Ads that are sold through CEIS Signs. Therefore, the Floral and Whitson Sign will be limited to up to three (3) promotional events at one time. The Highway 99 Signs will be limited to two (2) promotional events at one time.

Purpose of Policy: Any additional promotional events will be delayed based on the coverage of time and traffic. Additional promotional ads will not be effective due to the time restraints and ability to be read by passing cars.

3. Images for the Whitson and Floral Sign are as follows and must be camera ready and designed to launch easily:
 - Images for the sign should be 398 x 182 pixels, JPEG format.
 - This is very small, so avoid small text or pictures, as they'll likely come out unrecognizable.
4. All artwork for the Freeway signs must be sent out to a graphic designer based on the sizing and design that is unable at this time to be done in-house.
5. All City Departments, Chamber of Commerce, and/or the Arts Council, must agree to cover the cost of the designer fee if required. (Must allow at least two (2) weeks for design prior to first day ad is requested to be launched).
6. Recreation Staff based on time has the ability to design only for the Floral/Whitson sign.



C I T Y O F S E L M A

RECREATION AND COMMUNITY SERVICES DEPARTMENT

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

**City Display Signs
Policy and Procedures
Revised 2019
(City of Selma Events Only)**

1. The City of Selma Recreation and Community Services monitors the space time for promotional events sponsored by the City of Selma.
2. The promotional space is limited in time available due to the Business Ads that are sold through CEIS Signs. Therefore, the Floral and Whitson Sign will be limited to up to three (3) promotional events at one time.

Purpose of Policy: Any additional promotional events will be delayed based on the coverage of time and traffic. Additional promotional ads will not be effective due to the time restraints and ability to be read by passing cars.

3. Images for the Whitson and Floral Sign are as follows and must be camera ready and designed to launch easily:
 - Images for the sign should be 398 x 182 pixels, JPEG format.
 - This is very small, so avoid small text or pictures, as they'll likely come out unrecognizable.

* Highway 99 - Limited to City of Selma sponsored events
4. All City Departments must agree to cover the cost of the designer fee if required. (Must allow at least two (2) weeks for design prior to first day ad is requested to be launched).
5. Recreation Staff based on time has the ability to assist with designs.



C I T Y O F S E L M A

RECREATION AND COMMUNITY SERVICES DEPARTMENT

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

City Display Signs Policy and Procedures Revised 2019 City of Selma and Non-Profits

1. The City of Selma Recreation and Community Services monitors the space time for promotional events sponsored by the City of Selma and/or Non-Profit Local Selma Organizations – based on availability, timing of ads may fluctuate.
2. The promotional space is limited in time available due to the Business Ads that are sold through CEIS Signs. Therefore, the Floral and Whitson Sign will be limited to up to three (3) promotional events at one time.

Purpose of Policy: Any additional promotional events will be delayed based on the coverage of time and traffic. Additional promotional ads will not be effective due to the time restraints and ability to be read by passing cars.

3. Images for the Whitson and Floral Sign are as follows and must be camera ready and designed to launch easily:
 - Images for the sign should be 398 x 182 pixels, JPEG format.
 - This is very small, so avoid small text or pictures, as they'll likely come out unrecognizable.
4. All City Departments and Non-Profit Organizations must agree to cover the cost of the designer fee if required. (Must allow at least two (2) weeks for design prior to first day ad is requested to be launched).
5. For purposes of this policy, the term "local non-profit organization" shall mean a charitable 501(c)(3) organization recognized by the Internal Revenue Service, with a principal place of business located in the City of Selma, and/or which maintains an office or service location in the City. A drawing will be held each October at a City Council meeting for the following year. Applications for the drawing will be due on the last Friday of each August. One organization will be drawn to promote their event for each month of the year. (An alternate will be chosen as a backup for each month). An organization may submit more than one event, but may only place one event per year to allow other organizations the opportunity to promote their event, unless no other entries for the month are received. Events must be held in Selma and open to the public.



C I T Y O F S E L M A

RECREATION AND COMMUNITY SERVICES DEPARTMENT

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

City Display Signs Policy and Procedures

Revised 2019

(City of Selma and Chamber of Commerce)

1. The City of Selma Recreation and Community Services monitors the space time for promotional events sponsored by the City of Selma and/or the Selma Chamber of Commerce.
2. The promotional space is limited in time available due to the Business Ads that are sold through CEIS Signs. Therefore, the Floral and Whitson Sign will be limited to up to three (3) promotional events at one time. The Highway 99 Signs will be limited to two (2) promotional events at one time.

Purpose of Policy: Any additional promotional events will be delayed based on the coverage of time and traffic. Additional promotional ads will not be effective due to the time restraints and ability to be read by passing cars.

3. Images for the Whitson and Floral Sign are as follows and must be camera ready and designed to launch easily:
 - Images for the sign should be 398 x 182 pixels, JPEG format.
 - This is very small, so avoid small text or pictures, as they'll likely come out unrecognizable.
4. All City Departments and Chamber of Commerce must agree to cover the cost of the designer fee if required. (Must allow at least two (2) weeks for design prior to first day ad is requested to be launched).
5. Recreation Staff based on time has the ability to assist with designs.

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

4.


SUBJECT: Review of proposed timeline and Request for Proposals for procurement of City Attorney legal services

DISCUSSION: On September 16, 2019, during the appointment of Special Counsel, the City Council discussed conducting a Request for Proposals process for procurement of City Attorney legal services. Staff has updated the Request for Proposals used last year during a City Attorney selection process. The draft timeline for the proposal submittals, reviews, and interviews is:

Publish Request for Proposals	October 8, 2019
Submittal Due Dates	October 28, 2019
Evaluation of Proposals	Week of October 28, 2019
Interviews	Week of November 4, 2019
Approval of Contract	November 18, 2019

A copy of the draft Request for Proposals is attached and includes the following sections: an introduction, community profile, legal services overview, submittal requirements, inquiries, schedule, scope of services, requested information, evaluation and selection process, and contract information.

RECOMMENDATION: Council approve the timeline and direct staff to issue the attached Request for Proposals.



Teresa Gallavan, City Manager

10-2-19

Date

CITY OF SELMA

Request for Proposals City Attorney Legal Services



October 8, 2019

I. INTRODUCTION

The City of Selma invites interested legal firms and/or individuals to submit proposals for Legal Services as they are set forth in this Request for Proposal. The firm/individual will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide legal expertise in the areas of general municipal law, land use, zoning law, building code compliance law, labor relations and personnel law, contracts and agreements law, real estate law, environmental law, public works law, fees and taxes, open meetings and conflicts of interest law and other related areas. The City Attorney is an independent contractor serving under the direction and supervision of the City Council.

II. COMMUNITY PROFILE

The City of Selma is a General Law City and operates under the Council/City Manager form of government. The governing body consists of 5 council members elected at-large to serve four-year staggered terms. The Mayor position is rotated annually to preside over meetings. Selma's City Council meets on the first and third Monday of each month.

The Manager appoints the heads of the various departments and is charged with the responsibility of the general supervision and direction of the administrative operations of the City. The City has a \$16.06 million General Fund budget and a total City Budget, including Enterprise Funds, of \$26.25 million. The City has 110 full time employees.

The City of Selma provides municipal services including police, fire, public works, planning and parks and recreation activities. The City of Selma is part of a JPA (Selma-Kingsburg-Fowler County Sanitation District) that provides sewer services to the City. Additionally, water and solid waste services are privately contracted to California Water Service, Inc. and Waste Management, Inc., respectively. Additional information about the city can be found on the city's website www.CityofSelma.com.

Selma is widely known for its small town charm as well as its big city development. With a population of approximately 25,000, Selma is the fifth largest city in Fresno County. Located at the crossroads of State Routes 99 and 43, makes it a regional hub for southeast Fresno County. The City of Selma is conveniently located halfway between California's two largest population areas – Los Angeles (207 miles to the south) and the Bay Area (209 miles to the north). The City is 15 miles south of the City of Fresno.

III.LEGAL SERVICES OVERVIEW

The City Attorney serves under the direction and supervision of the City Council and acts as the City's legal advisor. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

The firm/individual is general counsel of the City and the Oversight Board; City Manager, and operating departments and all appointed boards and commissions. The firm/individual will report directly to the City Council.

The firm/individual will evaluate projects and their legal issues and provides recommended options to minimize legal risk and ensure due process in City decisions. The firm/individual will have the authority to enforce Selma's Municipal Code and to represent the City in litigation. Additional services that shall be provided are the preparation proposed ordinances, resolutions, contracts, and other legal documents.

IV.SUBMITTAL REQUIREMENTS

Proposals must be submitted in a sealed envelope, as follows:

Proposal Title: Request for Proposals for City Attorney Legal Services

Submittal Due Date: October 28, 2019 at 4:00 p.m., PST

Submit To: Reyna Rivera
City Clerk
1710 Tucker Street
Selma, CA 93662

Number of Copies: (1) Original and (5) Copies

The City reserves the right to reject any or all proposals, to request additional information for the purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, waive any informality or any irregularities in any proposal, modify or extend the proposal due date and time and to select the proposal that best meets the City's needs.

V. INQUIRIES

Any questions, interpretations, or clarifications, either administrative or technical, from prospective proposers regarding this RFP must be requested in writing, no later than Friday, October 18, 2019. All inquiries must be submitted to:

Teresa Gallavan
City Manager
(559) 891-2250
teresag@CityofSelma.com

VI. SCHEDULE

Below is a tentative schedule, which is subject to change by the City Council:

RFP Release Date:	October 8, 2019
Proposal Submission Deadline:	October 28, 2019
Evaluation of Proposals	Week of Oct. 28, 2019
Interviews	Week of Nov. 4, 2019
Approval of Contract:	November 18, 2019

VII. SCOPE OF SERVICES (BASIC SERVICES)

The City is requesting proposals from law firms or individuals with experience in advising and representing California cities for the provision of Legal Services. The following are the primary responsibilities that are required:

- Advise the City Council, Commissions and other City officials and staff on legal matters pertaining to municipal government, including the Brown Act and parliamentary procedures for running meetings.
- Act as legal counsel to agencies the City Council serves as governing body to, including the Successor Agency to the former Redevelopment Agency, Public Financing Authority, and the Community Enhancement Corporation, 501 (c)(3) organization.
- Attend at least two regular City Council meetings per month and any special meetings. Advise the City Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting.

Attendance at Planning Commission and its special meetings and other city meetings is required when requested.

- Prepare and/or review all ordinances, resolutions, municipal contracts, joint power agreements and other contracts and agreements entered into by the City.
- Alert the City in a timely manner on new State or Federal legislation or judicial decisions that may impact the City and propose appropriate action(s) to assure compliance.
- Provide training and/or advice to the City Council, appointed Commissioners and City staff related to the Brown Act, AB 1234, conflict of interest, and other legal requirements imposed by statute.
- Inform the City Council and recommend changes to City ordinances and policies as needed.
- Approve the form of all contracts made by and between the City of Selma and all bonds given to the City, endorsing same.
- Prepare legal opinions for City departments, the City Council, boards and commissions.
- Provide legal work pertaining to land use issues including, but not limited to, property acquisitions, property disposals, public improvements, easements, dedications, the California Environmental Quality Act and public utilities.
- Review memorandums of understanding and provide guidance on personnel matters, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance.
- Oversee coordination with special legal counsel on all litigation including oversight of the city's risk management program and general liability claims as needed as directed by the City Council and/or City Manager.
- Enforce City codes, zoning regulations, and building standards through administrative and judicial actions. Initiate and prosecute any necessary criminal actions required to enforce municipal ordinances.
- Review documents, policies, and forms to ensure compliance with current laws.

- Oversee services provided by outside legal specialists engaged by the City for special legal problems.
- Promptly respond to calls, e-mails, and correspondence from City Officials and staff.
- Perform such other legal duties as may be required by the City Council as may be necessary to complete the performance of the functions mentioned above.

VIII. REQUESTED INFORMATION

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Please answer the questions in the format and order presented. (Submissions of individual resumes alone will not be considered responsive to any specific question.)

- a. Letter of Transmittal: Signed by an authorized representative of the firm committed to providing the legal services described above, including a brief introduction and history of your firm, proven work history of the work to be performed, and a statement why you believe that your firm is the best qualified to perform the services requested.
- b. Table of Contents: Include a clear identification of the material by section and page number.
- c. Firm Qualifications: Provide professional experience and qualifications for you and/or the firm and the designated individuals to provide the service specified in the Request for Proposals. Please include a response to the following requested information:
 - i. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies.
 - ii. Provide the name(s) and qualifications of attorney(s) who will be assigned to represent the City and attend City Council meetings.
 - iii. Provide complete resumes of person(s) designated by the firm to be the City Attorney or Deputy City Attorney.
 - iv. Describe your view of the role of the City Attorney.

- v. Describe how you would structure the working relationship between the City Council, City Manager, Department Heads and other members of staff.
- vi. Describe the response time we can expect from the City Attorney to inquiries made by the City Council/City Manager.
- vii. Describe how you would keep the City Council and City Manager informed about the status of litigation and other legal matters.
- viii. Please submit an example of a typical invoice your firm provides to a public agency. Please redact any references to specific costs. Also, you may redact any sensitive information. We are interested in the format, type of information included, and readability.
- ix. Identify the types of in-service training (such as Code of Conduct, AB 1234, Commission roles and responsibilities, how to conduct performance evaluations, harassment, new laws and updates, etc.) your firm is capable of providing to municipalities.
- x. Please describe your experience in labor negotiations.
- xi. Clearly describe your range of experience with project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e. lease, purchase, Owner Participation and Disposition and Development Agreements) and litigation.
- xii. Please list any political contributions of money, in-kind services, or loans made to any member of a city council within the last three years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Selma.
- xiii. Identify your proposed billing rates as shown in the sample format displayed below. This table may be modified by the firm/individual.

Proposed Monthly Retainer (Basic Services)	\$ _____
Attorney	\$ _____
Assistant Attorney	\$ _____
Associate Attorney	\$ _____
Clerk	\$ _____
Paralegal	\$ _____

- xiv. Are there any additional legal services that would not be included in your retainer? If so, please identify them.
 - xv. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
 - xvi. Would your firm be willing to operate under a maximum annual expenditure cap with the City? If so, please explain how it might be structured.
 - xvii. Provide references for three (3) municipal, public agency or key clients served. Please include the person's name, address, phone number and email address.
- d. Insurance
- i. Please include a description and pertinent information regarding the general liability and malpractice carried by the firm or individual, including the amount of coverage provided by such insurance.
- e. Sample Documents
- i. Report: please submit a typical report your firm provides to public sector clients (i.e., staff report, memorandum, legal opinion, etc.)
 - ii. Billing Invoice: please submit a copy of a typical invoice your firm provides to public sector clients. Please redact any confidential information.

IX. EVALUATION AND SELECTION PROCESS

- a. Evaluation: Proposals will be evaluated according to the following:
- Complete and clear responses to items requested in the Request for Proposal.
 - Experience and qualifications of law firm, proposed City Attorney, and other key personnel.
 - Expertise with laws and regulations governing California municipal governments and operating procedures relative to the conduct of City business.

- Demonstration of workload capacity and level of experience commensurate with the level of service required by the City.
- Communication skills.
- Cost of services.
- The firm has no conflicts of interest with regard to any work performed by the firm for the City, and all potential conflicts have been identified.
- References of past or current municipal clients or municipal practice.

b. Selection

The City Manager will establish a process to review and evaluate the submitted proposals and recommend finalists to the full City Council. The City Council will choose a finalist with whom to negotiate a contract and will make the final determination.

Please note that in an effort to maintain the integrity of the interview process all proposing firms are prohibited from contact with the City Council members outside of the formal interview process.

X. CONTRACT

The successful firm will be required to enter into a Legal Services Agreement with the City of Selma, which will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement.

The agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

5.

SUBJECT:

Consideration of designation of voting delegate for League Conference and direction of City's position on the League Resolutions to Amend Rule 20A and International Transboundary Pollution Flows

DISCUSSION: Each year, before the annual League Conference, all cities are asked to designate their voting delegate(s). This delegate is authorized to vote on behalf of their city on all League ordinances, resolutions, by-law or policy changes (attached).


Council will need to appoint a voting delegate for the League of California Cities annual conference. The League of California Cities annual conference is scheduled for October 16, 2019 – October 18, 2019 in Long Beach.

The League Resolutions for Council consideration include the following two Resolutions:

Item 1) A Resolution Calling on the California Public Utilities Commission to amend Rule 20A to add projects in very high fire hazard severity zones to the list of eligibility criteria and to increase funding allocations for Rule 20A Projects

Item 2) A Resolution Calling Upon the Federal and State Governments to address the devastating impacts of International Transboundary Pollution flows into the Southernmost Regions of California and the Pacific Ocean.

RECOMMENDATION: 1) Council appoint a voting delegate and alternate for the League of California Cities annual conference. 2) Council consider City's position of League Resolutions and provide voting delegate(s) direction.


Teresa Gallavan, City Manager

10-3-19
Date



***Annual Conference
Resolutions Packet***

2019 Annual Conference Resolutions



***Long Beach, California
October 16 – 18, 2019***

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, October 16, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 17, at the Hyatt Regency Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 17. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Carly Shelby cshelby@cacities.org 916-658-8279 or Nick Romo nromo@cacities.org 916-658-8232 at the League office.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 16, 9:00 – 11:00 a.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

The following committees will be meeting:

1. Environmental Quality 10:00 - 11:00 a.m.
2. Transportation, Communication & Public Works 9:00 - 10:00 a.m.

General Resolutions Committee

Thursday, October 17, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 18, 12:30 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 – General Resolutions Committee		
		3 - General Assembly		

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			
2	International Transboundary Pollution Flows			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet is posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Guidelines for the Annual Conference Resolutions Process.](#)

League of California Cities Resolution Process

REGULAR RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Approve	Approve	Consent Calendar ¹
Approve	Disapprove or Refer	Regular Calendar ²
Disapprove or Refer	Approve	Regular Calendar
Disapprove or Refer	Disapprove or Refer	Does not proceed to General Assembly

PETITION RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Not Heard in Policy Committee	Approve	Consent Calendar
Not Heard in Policy Committee	Disapprove or Refer	Regular Calendar
Not Heard in Policy Committee	Disqualified per Bylaws Art. VI	Does not proceed to General Assembly

Resolutions

- Submitted 60 days prior to conference *Bylaws Article VI, Sec. 4(a)*
- Signatures of at least 5 supporting cities or city officials submitted with the proposed resolution *Bylaws Article VI, Sec. 2*
- Assigned to policy committee(s) by League president *Bylaws Article VI, Sec. 4(b)(i)*
- Heard in policy committee(s) and report recommendation, if any, to GRC *Bylaws Article VI, Sec. 4(b)(ii)*
- Heard in GRC
 - Approved by policy committee(s) and GRC, goes on to General Assembly on consent calendar *2006 General Assembly Resolution Sec. 2(C)*
 - If amended/approved by all policy committee(s) to which it has been referred and disapproved by GRC, then goes on to General Assembly on the regular calendar. If not all policy committees to which it has been referred recommend amendment or approval, and the GRC disapproves or refers the resolution, the resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(A),(C); 1998 General Assembly Resolution, 1st Resolved Clause*
 - If disapproved by all policy committees to which it has been referred and disapproved by the GRC, resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(C)*
- Heard in General Assembly

¹ The consent calendar should only be used for resolutions where there is unanimity between the policy committees and the GRC that a resolution should be approved by the General Assembly, and therefore, it can be concluded that there will be less desire to debate the resolution on the floor.

² The regular calendar is for resolutions for which there is a difference in recommendations between the policy committees and the GRC.

Petitioned Resolutions

- Submitted by voting delegate *Bylaws Article VI, Sec. 5 (a)*
- Must be signed by voting delegates representing 10% of the member cities *Bylaws Article VI, Sec. 5 (c)*
- Signatures confirmed by League staff
- Submitted to the League president for confirmation 24 hours before the beginning of the General Assembly. *Bylaws Article VI, Sec. 5 (d)*
- Petition to be reviewed by Parliamentarian for required signatures of voting delegates and for form and substance *Bylaws Article VI, Sec. 5(e)*
- Parliamentarian's report is presented to chair of GRC
- Will be heard at GRC for action (GRC cannot amend but may recommend by a majority vote to the GA technical or clarifying amendments) *2006 General Assembly Resolution sec. 6(A), (B)*
- GRC may disqualify if:
 - Non-germane to city issues
 - Identical or substantially similar in substance to a resolution already under consideration *Bylaws Article VI, Sec. 5(e), (f)*
- Heard in General Assembly
 - General Assembly will consider the resolution following the other resolutions³ *Bylaws Article VI, Sec. 5(g)*
 - Substantive amendments that change the intent of the petitioned resolution may only be adopted by the GA *2006 General Assembly Resolution sec. 6(C)*

Voting Procedure in the General Assembly

Consent Calendar: Resolution approved by Policy Committee(s) and GRC. Petitioned resolution approved by GRC)

- GRC Chair will be asked to give the report from the GRC and will ask for adoption of the GRC's recommendations
- Ask delegates if there is a desire to call out a resolution for discussion
- A voting delegate may make a motion to remove a resolution from the consent calendar for discussion
- If a motion is made to pull a resolution, the General Assembly votes on whether to pull the resolution from the consent calendar.
- If a majority of the General Assembly votes to pull the resolution, set "called out" reso(s) aside. If the motion fails, the resolution remains on the consent calendar.
- If reso(s) not called out, or after 'called out' reso is set aside, then ask for vote on remaining resos left on consent
- Move on to debate on reso(s) called out
- After debate, a vote is taken
- Voting delegates vote on resolutions by raising their voting cards.⁴

³ Petitioned Resolutions on the Consent Calendar will be placed after all General Resolutions on the Consent Calendar. Petitioned Resolutions on the Regular Calendar will be placed after all General Resolutions on the Regular Calendar.

⁴ Amendments to League bylaws require 2/3 vote

Regular Calendar: Regular resolutions approved by Policy Committee(s)⁵, and GRC recommends disapproval or referral; Regular resolutions disapproved or referred by Policy Committee(s)⁶ and GRC approves; Petitioned resolutions disapproved or referred by the GRC.

- Open the floor to determine if a voting delegate wishes to debate a resolution on the regular calendar.
- If no voting delegate requests a debate on the resolution, a vote to ratify the recommendation of the GRC on the resolution is taken.
- Upon a motion by a voting delegate to debate a resolution, a debate shall be held if approved by a majority vote of the General Assembly. If a majority of the General Assembly to debate the resolution is not achieved, then a vote shall be taken on whether to ratify the GRC's recommendation. If a majority of the General Assembly approves of the motion to debate the resolution, debate will occur. After debate on the resolution, a vote is taken based upon the substitute motion that was made, if any, or on the question of ratifying the GRC's recommendation.
- Voting delegates vote by raising their voting cards.

⁵ Applies in the instance where the GRC recommendation of disapproval or refer is counter to the recommendations of the policy committees.

⁶ Applies in the instance where the GRC recommendation to approve is counter to the recommendations of the policy committees.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials

Cities: City of Hidden Hills, City of La Cañada Flintridge, City of Laguna Beach, City of Lakeport, City of Malibu, City of Moorpark, City of Nevada City, City of Palos Verdes Estates, City of Rolling Hills Estates, City of Rolling Hills, City of Ventura

Referred to: Environmental Quality Policy Committee; Transportation, Communications, and Public Works Policy Committee

WHEREAS, the California Public Utilities Commission regulates the undergrounding conversion of overhead utilities under Electric Tariff Rule 20 and;

WHEREAS, conversion projects deemed to have a public benefit are eligible to be funded by ratepayers under Rule 20A; and

WHEREAS, the criteria under Rule 20A largely restricts eligible projects to those along streets with high volumes of public traffic; and

WHEREAS, the cost of undergrounding projects that do not meet Rule 20A criteria is left mostly or entirely to property owners under other parts of Rule 20; and

WHEREAS, California is experiencing fire seasons of worsening severity; and

WHEREAS, undergrounding overhead utilities that can spark brush fires is an important tool in preventing them and offers a public benefit; and

WHEREAS, brush fires are not restricted to starting near streets with high volumes of public traffic; and

WHEREAS, expanding Rule 20A criteria to include Very High Fire Hazard Severity Zones would facilitate undergrounding projects that would help prevent fires; and

WHEREAS, expanding Rule 20A criteria as described above and increasing funding allocations for Rule 20A projects would lead to more undergrounding in Very High Fire Hazard Severity Zones; and now therefore let it be,

RESOLVED that the League of California Cities calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility and to increase funding allocations for Rule 20A projects.

Background Information on Resolution No. 1

Source: City of Rancho Palos Verdes

Background:

Rancho Palos Verdes is the most populated California city to have 90 percent or more of residents living in a Cal Fire-designated Very High Fire Hazard Severity Zone. Over the years, the Palos Verdes Peninsula has seen numerous brush fires that were determined to be caused by electrical utility equipment.

Across the state, some of the most destructive and deadly wildfires were sparked by power equipment. But when it comes to undergrounding overhead utilities, fire safety is not taken into account when considering using ratepayer funds to pay for these projects under California's Electric Tariff Rule 20 program. The program was largely intended to address visual blight when it was implemented in 1967. Under Rule 20A, utilities must allocate ratepayer funds to undergrounding conversion projects chosen by local governments that have a public benefit and meet one or more of the following criteria:

- Eliminate an unusually heavy concentration of overhead lines;
- Involve a street or road with a high volume of public traffic;
- Benefit a civic or public recreation area or area of unusual scenic interest; and,
- Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines.

As we know, brush fires are not restricted to erupting in these limited areas. California's fire season has worsened in severity in recent years, claiming dozens of lives and destroying tens of thousands of structures in 2018 alone.

Excluding fire safety from Rule 20A eligibility criteria puts the task of undergrounding power lines in Very High Fire Hazard Severity Zones squarely on property owners who are proactive, willing and able to foot the bill.

The proposed resolution calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the proposed resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

If adopted, utilities will be incentivized to prioritize undergrounding projects that could potentially save millions of dollars and many lives.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo, Legislative Representative, Derek Dolfie, Legislative Representative, Caroline Cirrincione, Legislative Policy Analyst
Committees: Environmental Quality; Transportation, Communications, and Public Works

Summary:

This Resolution, in response to intensifying fire seasons and hazards associated with exposed energized utility lines, proposes that the League of California Cities (League) call upon the California Public Utilities Commission (CPUC) to amend the Rule 20A program by expanding the criteria for undergrounding overhead utilities to include projects in Very High Fire Hazard Severity Zones (VHFHSZ). This Resolution also proposes that the League call upon the CPUC to increase utilities' funding allocations for Rule 20A projects.

Background

California Wildfires and Utilities

Over the last several years, the increasing severity and frequency of California's wildfires have prompted state and local governments to seek urgent prevention and mitigation actions. Record breaking wildfires in Northern and Southern California in both 2017 and 2018 have caused destruction and loss of life. This severe fire trend has local officials seeking solutions to combat what is now a year-round fire season exacerbated by years of drought, intense weather patterns, untamed vegetation and global warming.

These conditions create a dangerous catalyst for wildfires caused by utilities as extreme wind and weather events make downed power lines more of a risk. In response to recent catastrophic wildfires, Governor Newsom established a Strike Force tasked with developing a "comprehensive roadmap" to address issues related to wildfires, climate change, and utilities. The Strike Force report acknowledges that measures to harden the electrical grid are critical to wildfire risk management. A key utility hardening strategy: undergrounding lines in extreme high-fire areas.

Governor Newsom's Wildfire Strike Force program report concludes, "It's not a question of 'if' wildfire will strike, but 'when.'"

Very High Fire Hazard Severity Zones

This Resolution seeks to expand the undergrounding of overhead utility lines in VHFHSZ. California Government Code Section 51178 requires the Director of the California Department of Forestry and Fire Protection (CalFIRE) to identify areas in the state as VHFHSZ based on the potential fire hazard in those areas. VHFHSZ are determined based on fuel loading, slope, fire weather, and other relevant factors. These zones are in both local responsibility areas and state responsibility areas. Maps of the statewide and county by county VHFHSZ can be found here.¹

¹ <https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>

More than 25 million acres of California wildlands are classified under very high or extreme fire threat. Approximately 25 percent of the state's population, 11 million people, live in those high-risk areas. Additionally, over 350,000 Californians live in cities that are nearly encompassed within Cal Fire's maps of VHFHSZ. Similar to the proponents of this Resolution, City of Rancho Palos Verdes, over 75 communities have 90 percent or more of residents living in a VHFHSZ.

CPUC Rule 20 Program

The CPUC's Rule 20 program lays out the guidelines and procedures for converting overhead electric and telecommunication facilities to underground electric facilities. Rule 20 funding and criteria is provided at four levels. Levels A, B, and C, reflect progressively diminishing ratepayer funding for undergrounding projects. Recently added Rule 20D is a relatively new program that is specific to San Diego Gas and Electric (SDG&E), which was created in response to the destructive 2007 wildfires. Each of these levels will be discussed below:

Rule 20A

The first California overhead conversion program, Rule 20A, was created in 1967 under then Governor Ronald Reagan. The program was created to provide a consistent and structured means of undergrounding utility lines throughout the state with costs covered broadly by utility ratepayers.

Each year, Investor Owned Utilities (IOUs) propose their Rule 20A allocation amounts to the CPUC during annual general rate case proceedings. In this process, IOUs propose revised utility customer rates based on expected service costs, new energy procurement and projects for the following year, including Rule 20 allocations. The CPUC then reviews, amends, and approves IOU rates. Currently, the cumulative budgeted amount for Rule 20A for Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E) totals around \$95.7 million.

The funding set aside by IOUs for Rule 20A is allocated to local governments through a credit system, with each credit holding a value to be used solely for the costs of an undergrounding project. The credit system was created so that local governments and IOUs can complete undergrounding projects without municipal financing. Through Rule 20A, municipalities that have developed and received city council approval for an undergrounding plan receive annual credits from the IOU in their service area. At the last count by the CPUC, over 500 local governments (cities and counties) participate in the credit system.

While these credits have no inherent monetary value, they can be traded in or banked for the conversion of overhead lines. Municipalities can choose to accumulate their credits until their credit balance is sufficient to cover these conversion projects, or choose to borrow future undergrounding allocations for a period of up to five years. Once the cumulative balance of credits is sufficient to cover the cost of a conversion project, the municipality and the utility can move forward with the undergrounding. All of the planning, design, and construction is performed by the participating utility. Upon the completion of an undergrounding project, the utility is compensated through the local government's Rule 20A credits.

At the outset of the program, the amount of allocated credits were determined by a formula which factored in the number of utility meters within a municipality in comparison to the utilities' service territory. However, in recent years the formula has changed. Credit allocations for IOUs, except for PG&E, are now determined based on the allocation a city or county received in 1990 and is then adjusted for the following factors:

- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of overhead meters in any city or unincorporated area to the total system overhead meters; and
- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of meters (which includes older homes that have overhead services, and newer homes with completely underground services) in any city or the unincorporated area to the total system meters.

As noted, PG&E has a different funding formula for their Rule 20A credit allocations as they are not tied to the 1990 base allocation. Prior to 2011, PG&E was allocating approximately five to six percent of its revenue to the Rule 20A program. The CPUC decided in 2011 that PG&E's Rule 20A allocations should be reduced by almost half in an effort to decrease the growing accumulation of credits amongst local governments. Since 2011, PG&E's annual allocations for Rule 20A have been around \$41.3 million annually, which is between two and three percent of their total revenue.

Criteria for Rule 20A Projects

For an undergrounding project to qualify for the Rule 20A program, there are several criteria that need to be met. The project must have a public benefit and:

1. Eliminate an unusually heavy concentration of overhead lines
2. Involve a street or road with a high volume of public traffic
3. Benefit a civic or public recreation area or area of unusual scenic interest,
4. Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines

Notably, fire safety is excluded from the list of criteria that favors aesthetic and other public safety projects.

Rule 20A Credit System Imbalance Threatens Program Effectiveness

Allocations are made by utilities each year for Rule 20A credits. These current budget allocations total \$95.7 million a year. Currently, the cumulative balance of credits throughout the state totals over \$1 billion dollars. The Rule 20A cumulative balances aggregated by region can be found [here](#).²

² Program Review, California Overhead Conversion Program, Rule 20A for Years 2011-2015, "The Billion Dollar Risk," California Public Utilities Commission.

[https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work_Products_\(2014_forward\)\(1\)/PPD_Rule_20-A.pdf](https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work_Products_(2014_forward)(1)/PPD_Rule_20-A.pdf)

Note: The existing credit allocation formulas do not consider a municipality's need or plans for overhead conversion projects, resulting in large credit balances in some jurisdictions.

Cities and counties are, however, able to trade or sell unallocated Rule 20A credits if they will not be used to fund local undergrounding projects. There have been several cases where one agency has sold their unused credits, often for less than the full dollar value of the credits themselves to another agency.

Rule 20B

Rule 20B projects are those that do not fit the Rule 20A criteria, but do, however, involve both sides of the street for at least 600 feet. These projects are typically done in conjunction with larger developments and are mostly paid for by the developer or applicant. Additionally, the applicant is responsible for the installation.

Rule 20C

Rule 20C projects are usually small projects that involve property owners. The majority of the cost is usually borne by the applicants. Rule 20C applies when the project does not qualify for either Rule 20A or Rule 20B.

Rule 20D--Wildfire Mitigation Undergrounding Program

Rule 20D was approved by the CPUC in January of 2014 and only applies to SDG&E. The Rule 20D program was established largely in response to the destructive wildfires that occurred in San Diego in 2007 as a wildfire mitigation undergrounding program. According to SDG&E, the objective of the Rule 20D undergrounding is exclusively for fire hardening as opposed to aesthetics. The program is limited in scope and is restricted to communities in SDG&E's Fire Threat Zone (now referred to as the High Fire Threat District or HFTD). As of this time, the program has yet to yield any projects and no projects are currently planned.

For an undergrounding project to qualify for the Rule 20D program, a minimum of three of the following criteria must be met. The project must be near, within, or impactful to:

- Critical electric infrastructure
- Remaining useful life of electric infrastructure
- Exposure to vegetation or tree contact
- Density and proximity of fuel
- Critical surrounding non-electric assets (including structures and sensitive environmental areas)
- Service to public agencies
- Accessibility for firefighters

Similar to Rule 20A, SDG&E must allocate funding each year through their general rate case proceedings to Rule 20D to be approved by the CPUC. This funding is separate from the allocations SDG&E makes for Rule 20A. However, the process of distributing this funding to localities is different. The amount of funding allocated to each city and county for Rule 20D is based on the ratio of the number of miles of overhead lines in SDG&E Fire Threat Zones in a city or county to the total miles of SDG&E overhead lines in the entire SDG&E fire zone. The

Rule 20D program is administered by the utility consistent with the existing reporting, engineering, accounting, and management practices for Rule 20A.

The Committee may want to consider whether Rule 20D should instead be expanded, adapted, or further utilized to support funding for overhead conversions within VHFHSZ throughout the state.

Fiscal Impact:

The costs to the State associated with this Resolution will be related to the staff and programmatic costs to the CPUC to take the necessary measures to consider and adopt changes to Rule 20A to include projects in VHFHSZ to the list of criteria for eligibility.

This Resolution calls for an unspecified increase in funding for Rule 20A projects, inferring that portions of increased funds will go towards newly eligible high fire hazard zones. While the Resolution does not request a specific amount be allocated, it can be assumed that these increased costs will be supported by utility ratepayers. According to the CPUC, the annual allocations towards Rule 20A are \$95.7 million.

The CPUC currently reports a cumulative credit surplus valued at roughly \$1 billion that in various regions, given the approval of expanded eligibility called for by this Resolution, could be used to supplement and reduce the level of new dollars needed to make a significant impact in VHFHSZ. The CPUC follows that overhead conversion projects range from \$93,000 per mile for rural construction to \$5 million per mile for urban construction.

The Resolution states that "California is experiencing fire seasons of worsening severity" which is supported by not only the tremendous loss of property and life from recent wildfires, but also in the rising costs associated with clean up, recovery, and other economic losses with high estimates in the hundreds of billions of dollars.

The Committee may wish to consider the costs associated with undergrounding utility lines in relation to the costs associated with past wildfires and wildfires to come.

Comments:

CPUC Currently Exploring Revisions to Rule 20

In May 2017, the CPUC issued an Order Instituting Rulemaking to Consider Revisions to Electric Rule 20 and Related Matters. The CPUC will primarily focus on revisions to Rule 20A but may make conforming changes to other parts of Rule 20. The League is a party in these proceedings will provide comments.

Beyond Rule 20A: Additional Options for Funding Undergrounding Projects

There are various ways in which cities can generate funding for undergrounding projects that fall outside of the scope of Rule 20A. At the local level, cities can choose to forgo the Rule 20A process and opt to use their own General Fund money for undergrounding. Other options are also discussed below:

Rule 20D Expansion

The City of Berkeley in a 2018 study titled "Conceptual Study for Undergrounding Utility Wires in Berkeley," found that the city could possibly qualify for Rule 20D funding if they actively pursued this opportunity in partnership with PG&E and the CPUC.

One of the study's recommendations is to advocate for release of 20D funds (now earmarked exclusively for SDG&E) to be used for more aggressive fire hardening techniques for above-ground utility poles and equipment, for undergrounding power lines, and for more aggressive utility pole and vegetation management practices in the Very High Hazard Fire Zone within Berkeley's city limits.

As an alternative to changing the criteria for Rule 20A, the Committee may wish to consider whether there is the opportunity to advocate for the expansion of Rule 20D funding more broadly, expanding its reach to all IOU territories.

Franchise Surcharge Fees

Aside from Rule 20 allocations, cities can generate funding for undergrounding through franchise fee surcharges. For example, SDG&E currently operates under a 50-year City franchise that was granted in 1970. Under the franchises approved by the San Diego City Council in December 1970, SDG&E agreed to pay a franchise fee to the City equivalent to 3% of its gross receipts from the sales of both natural gas and electricity for 30 years.

These fees were renegotiated in 2000 and in 2001 an agreement was between the City of San Diego, SDG&E, and the CPUC to extend the existing franchise fee to include revenues collected from surcharges. SDG&E requested an increase of 3.88% to its existing electric franchise fee surcharge. The bulk, 3.53% of this increase is to be used for underground conversion of overhead electric wires.

Based on SDG&E's revenue projections, the increase would result in an additional surcharge revenue amount of approximately \$36.5 million per year. SDG&E estimates that this would create a monthly increase of approximately \$3.00 to a typical residential customer's electric bill. These surcharge revenues would pay for additional undergrounding projects including those that do not meet the Rule 20A criteria. The City of Santa Barbara has also adopted a similar franchise surcharge fee.

Having this funding source allows the City of San Diego to underground significantly more miles of above ground utility lines than other municipalities. However, the surcharge is currently being challenged in court, as it is argued that the City had SDG&E impose a tax without a ballot measure.

Utility Bankruptcy and Undergrounding Funding

In considering this Resolution, it is important to understand that Rule 20A allocations have been more substantial in the past. As mentioned earlier, prior to 2011, PG&E was allocating approximately 5% to 6% of its revenue to the Rule 20A program. Therefore, it is not unreasonable to encourage an increase in Rule 20A allocations as history shows that utilities had the capacity to do so in the past.

However, in a time where IOUs such as PG&E are facing bankruptcy as the result of utility caused wildfires, there is the possibility that expanding rule 20A funding will generate more costs for the ratepayers.

Questions to Consider:

- 1) Is Rule 20A or Rule 20D the more appropriate program to advocate for such an expansion?
- 2) Are there any wildfire risks outside of VHFHSZ that could be mitigated by undergrounding projects?

Existing League Policy:

Public Safety:

The League supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. (pg. 43)

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities. (pg. 43)

Transportation, Communication, and Public Works:

Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding. (pg. 54)

The League supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. (pg. 51)

The League supports innovative strategies including public private partnerships at the state and local levels to enhance public works funding. (pg. 52)

Environmental Quality

The League opposes any legislation that interferes with local utility rate setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund. (pg. 9)

Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises. (pg. 9)

The League is concerned about the impacts of escalating energy prices on low income residents and small businesses. The League supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community. (pg. 10)

2019 Strategic Goals

Improve Disaster Preparedness, Recovery and Climate Resiliency.

- Provide resources to cities and expand partnerships to better prepare for and recover from wildfires, seismic events, erosion, mudslides and other disasters.
- Improve community preparedness and resiliency to respond to climate-related, natural and man-made disasters.

Support:

The following letters of concurrence were received:

The City of Hidden Hills

The City of La Cañada Flintridge

The City of Laguna Beach

The City of Lakeport

The City of Malibu

The City of Moorpark

The City of Nevada City

The City of Palos Verdes Estates

The City of Rolling Hills Estates

The City of Rolling Hills

The City of Ventura

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Rule 20A



City of Hidden Hills

6165 Spring Valley Road * Hidden Hills, California 91302
(818) 888-9281 * Fax (818) 719-0083

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

Dear President Arbuckle:

The City of Hidden Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

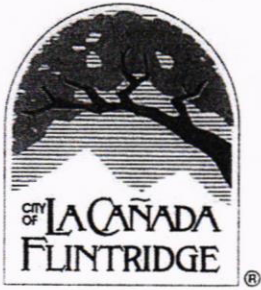
The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Larry G. Weber
Mayor



City Council
Leonard Pieroni, Mayor
Gregory C. Brown, Mayor Pro Tem
Jonathan C. Curtis
Michael T. Davitt
Terry M. Walker

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of La Cañada Flintridge supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of La Cañada Flintridge is one of the few Southern California cities in which 100% of the community within a Very High Fire Hazard Severity Zone. The City, in 1987, committed 100% of its 20A allocation for forty-five years from this year for a major downtown undergrounding project. Therefore, the only way our City can directly benefit from this Resolution is if there is an additional annual increased allocation for this purpose. Due to the extreme threat the City experienced at the time of the Station Fire, the City is keenly aware of the damage a fire may potentially cause, whether from utility issues or from natural causes. The City strongly supports any effort, including this Resolution, to reduce fire danger for the City's residents.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly with the City of La Cañada Flintridge in support.

Sincerely,

Leonard Pieroni
Mayor



July 25, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Laguna Beach supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. Ten to the Top 20 most destructive fires in California were caused by electrical sources. The California's Rule 20A program, which allows local governments to pay for undergrounding of utilities costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it. We also believe that this program should redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. The City of Laguna Beach recommends that the resolution also be amended to call on the CPUC to redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

Nearly 90% of the City of Laguna Beach land area is designated under State Law and local ordinance as Very High Fire Hazard Severity Zone. While the City has used Rule 20A and 20B funding in the past to underground more than half of its overhead utilities, sufficient funding is not available to underground the remaining parts of the City.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

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For these reasons, we concur that the resolution should go before the General Assembly.

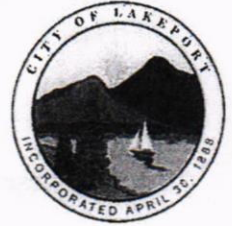
Sincerely,

A handwritten signature in black ink, appearing to read "Bob Whalen", with a stylized, cursive script.

Bob Whalen
Mayor

CITY OF LAKEPORT

*Over 125 years of community
pride, progress and service*



August 7, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Lakeport supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Tim Barnes
Mayor
City of Lakeport



City of Malibu

Jefferson Wagner, Mayor

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

RE: City of Rancho Palos Verdes Proposed Resolution to Amend California Public Utilities Commission Rule 20A – SUPPORT

Dear Ms. Arbuckle:

At its Regular meeting on August 12, 2019, the Malibu City Council unanimously voted to support the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state, but California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, as well as willing and able to foot the bill. The City of Malibu agrees with Rancho Palos Verdes that Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. As a recent series of news stories on wildfire preparedness in California pointed out, there are more than 75 communities across the state with populations over 1,000, including Rancho Palos Verdes and Malibu, where at least 90 percent of residents live in a Cal Fire-designated Very High Fire Hazard Severity Zone.

It is well-known that electric utility equipment is a common fire source, and has sparked some of the most destructive blazes in our state's history. Moving power lines underground is, therefore, a critical tool in preventing them. Currently, Rule 20A primarily addresses visual blight, but with fire seasons worsening, it is key that fire safety also be considered when local governments pursue Rule 20A projects, and that annual funding allocations for the program be expanded.


It is worth noting that the State does have a program, Rule 20D, that factors in fire safety for funding undergrounding projects. However, this is limited to San Diego Gas & Electric Company projects in certain areas only. This needs to be expanded to include projects in all projects within designated Very High Fire Hazard Severity Zones.

Rancho PV League Resolution
Amend Rule 20A
August 15, 2019
Page 2 of 2

The proposed resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, the City of Malibu strongly concurs that the resolution should go before the General Assembly.

Sincerely,


Jefferson Wagner
Mayor

Cc: Honorable Members of the Malibu City Council
Reva Feldman, City Manager
Megan Barnes, City of Rancho Palos Verdes, mbarnes@rpvca.gov



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 24, 2019

SUBMITTED ELECTRONICALLY

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

RE: SUPPORT FOR RANCHO PALOS VERDES RESOLUTION RE: POWER LINE
UNDERGROUNDING

Dear President Arbuckle:

The City of Moorpark supports the City of Rancho Palos Verdes effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

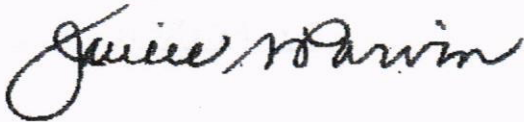
The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

All cities in Ventura County, including Moorpark, have wildfire prevention fresh in our memories following the highly destructive 2017-2018 Thomas Fire, which was caused by above-ground power lines. The 2018 Woolsey Fire similarly affected Ventura County, and lawsuits have been filed alleging it was also caused by above-ground power lines. Each of these fires caused billions of dollars in damages and highlight the importance of undergrounding power lines.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in black ink, reading "Janice Parvin". The signature is fluid and cursive, with the first name "Janice" and last name "Parvin" clearly legible.

Janice Parvin
Mayor

cc: City Council
City Manager



Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Nevada City supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

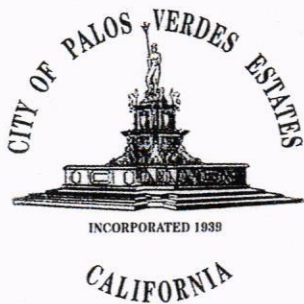
The City of Nevada City would also like to add that the local agency be given the power to use private firms to do design, inspect and construct Rule 20A projects in local jurisdiction rather than be required to use the designated local utility. In addition, the City of Nevada City wants the CPUC to allow local jurisdictions to transfer excess funds between agencies to better serve projects in high fire hazard severity zones.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Reinette Senum
Mayor
City of Nevada City



CITY OF
Palos Verdes Estates

July 25, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's current Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Mayor Kenneth J. Kao
City of Palos Verdes Estates

cc: PVE City Council
PVE Interim City Manager Petru
RPV City Manager Willmore



**City of
Rolling Hills Estates**

Judith Mitchell
Mayor

Velveth Schmitz
Mayor Pro Tem

Britt Huff
Council Member

Frank V. Zerunyan
Council Member

Steven Zuckerman
Council Member

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Rolling Hills Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,


Judith Mitchell
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD

ROLLING HILLS, CALIF. 90274

(310) 377-1521

FAX: (310) 377-7288

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear Board of Directors:

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Leah Mirsch
Mayor

July 29, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Ventura supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,



Alex D. McIntyre
City Manager

2. A RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN

Source: San Diego County Division

Concurrence of five or more cities/city officials

Cities: Calexico; Coronado; Imperial Beach; San Diego

Individual City Officials: City of Brawley: Mayor Pro Tem Norma Kastner-Jauregui; Council Members Sam Couchman, Luke Hamby, and George Nava. City of Escondido: Deputy Mayor Consuelo Martinez. City of La Mesa: Council Member Bill Baber. City of Santee: Mayor John Minto, City of Vista: Mayor Judy Ritter and Council Member Amanda Young Rigby

Referred to: Environmental Quality Policy Committee

WHEREAS, international transboundary rivers that carry water across the border from Mexico into Southern California are a major source of sewage, trash, chemicals, heavy metals and toxins; and

WHEREAS, transboundary flows threaten the health of residents in the United States and Mexico, harm important estuarine land and water of international significance, force closure of beaches, damage farmland, adversely impact the South San Diego County and Imperial County economy; compromise border security, and directly affect U.S. military readiness; and

WHEREAS, a significant amount of untreated sewage, sediment, hazardous chemicals and trash have been entering southern California through both the Tijuana River Watershed (75 percent of which is within Mexico) and New River flowing into southern California's coastal waterways and residential and agricultural communities in Imperial County eventually draining into the Salton Sea since the 1930s; and

WHEREAS, in February 2017, an estimated 143 million gallons of raw sewage flowed into the Tijuana River and ran downstream into the Pacific Ocean and similar cross border flows have caused beach closures at Border Field State Park that include 211 days in 2015; 162 days in 2016; 168 days in 2017; 101 days in 2018; and 187 days to date for 2019 as well as closure of a number of other beaches along the Pacific coastline each of those years; and

WHEREAS, approximately 132 million gallons of raw sewage has discharged into the New River flowing into California through communities in Imperial County, with 122 million gallons of it discharged in a 6-day period in early 2017; and

WHEREAS, the presence of pollution on state and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

WHEREAS, the current insufficient and degrading infrastructure in the border zone poses a significant risk to the public health and safety of residents and the environment on both

sides of the border, and places the economic stress on cities that are struggling to mitigate the negative impacts of pollution; and

WHEREAS, the 1944 treaty between the United States and Mexico regarding *Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande* allocates flows on trans-border rivers between Mexico and the United States, and provides that the nations, through their respective sections of the International Boundary Water Commission shall give control of sanitation in cross border flows the highest priority; and

WHEREAS, in 1993, the United States and Mexico entered into the *Agreement Between the Government of the United States of America and the Government of the United Mexican States Concerning the Establishment of a North American Development Bank* which created the North American Development Bank (NADB) to certify and fund environmental infrastructure projects in border-area communities; and

WHEREAS, public concerns in response to widespread threats to public health and safety, damage to fish and wildlife resources and degradation to California's environment resulting from transboundary river flow pollution in the southernmost regions of the state requires urgent action by the Federal and State governments, and

WHEREAS, Congress authorized funding under the U.S. Environmental Protection Agency's (EPA) Safe Drinking Water Act and established the State and Tribal Assistance Grants (STAG) program for the U.S.-Mexico Border Water Infrastructure Program (BWIP) in 1996 to provide grants for high-priority water, wastewater, and storm-water infrastructure projects within 100 kilometers of the southern border; and

WHEREAS, the EPA administers the STAG and BWIP programs, and coordinates with the North American Development Bank (NADB) to allocate BWIP grant funds to projects in the border zone; and

WHEREAS, since its inception, the BWIP program has provided funding for projects in California, Arizona, New Mexico and Texas that would not have been constructed without the grant program; and

WHEREAS, the BWIP program was initially funded at \$100 million per year, but, over the last 20 years, has been continuously reduced to its current level of \$10 million; and

WHEREAS, in its FY 2020 Budget Request, the Administration proposed to eliminate the BWIP program; and

WHEREAS, officials from EPA Region 9, covering California, have identified a multitude of BWIP-eligible projects along the southern border totaling over \$300 million; and

WHEREAS, without federal partnership through the BWIP program and state support to address pollution, cities that are impacted by transboundary sewage and toxic waste flows are

left with limited resources to address a critical pollution and public health issue and limited legal remedies to address the problem; and

WHEREAS, the National Association of Counties, (NACo) at their Annual Conference on July 15, 2019 and the U.S. Conference of Mayors at their Annual Conference on in July 1, 2019 both enacted resolutions calling on the federal and state governments to work together to fund and address this environmental crisis; and

WHEREAS, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future residents of California, and

WHEREAS, League of California Cities policy has long supported efforts to ensure water quality and oppose contamination of water resources; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding to the U.S- Mexico Border Water Infrastructure Program (BWIP) and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

Background Information on Resolution No. 2

Source: San Diego County Division

Background:

Along California's southern border with Mexico, the New River in Imperial County and the Tijuana River in San Diego County are a major sources of raw sewage, trash, chemicals, heavy metals, and toxins that pollute local communities. Sewage contaminated flows in the Tijuana River have resulted in significant impacts to beach recreation that includes the closure of Border Field State Beach for more than 800 days over the last 5-years. Similarly, contaminated flows in the New River presents comparable hazards, impacts farm land, and contributes to the ongoing crisis in the Salton Sea. These transboundary flows threaten the health of residents in California and Mexico, harms the ecosystem, force closures at beaches, damage farm land, makes people sick, and adversely affects the economy of border communities. The root cause of this cross border pollution is from insufficient or failing water and wastewater infrastructure in the border zone and inadequate federal action to address the problem through existing border programs.

The severity of cross border pollution has continued to increase, due in part to the rapid growth of urban centers since the passage of the North American Free Trade Agreement (NAFTA). While economic growth has contributed to greater employment, the environmental infrastructure of the region has not kept pace, which is why Congress authorized the Border Water Infrastructure Program (BWIP) in 1996. The U.S. Environmental Protection Agency (EPA) administers the BWIP and coordinates with the North American Development Bank (NADB) to provide financing and technical support for projects on both sides of the U.S./Mexico border. Unfortunately, the current BWIP funding at \$10 million per year is only a fraction of the initial program budget that shares funding with the entire 2,000 mile Mexican border with California, Arizona, New Mexico and Texas. EPA officials from Region 9 have identified an immediate need for BWIP projects totaling over \$300 million just for California. Without federal partnerships through the BWIP and state support to address cross border pollution, cities that are impacted by transboundary sewage and toxic waste flows are left with limited resources to address a critical pollution and public health issue.

The International Boundary and Water Commission (IBWC) is another important federal stakeholder that, under the Treaty of 1944 with Mexico, must address border sanitation problems. While IBWC currently captures and treats some of the pollution generated in Mexico, it also redirects cross border flows without treatment directly into California.

Improving environmental and public health conditions for communities along the border is essential for maintaining strong border economy with Mexico. The IBWC, EPA, and NADB are the important federal partners with existing bi-national programs that are able to immediately implement solutions on cross border pollution. California is in a unique position to take the lead and work with local and federal partners to implement real solutions that will addresses the long standing and escalating water quality crisis along the border.

For those reasons, the cities of Imperial Beach and Coronado requested the San Diego County Division to propose a resolution at the 2019 League Annual Conference calling upon the federal

and state governments to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California, San Diego and Imperial Counties and the Pacific Ocean.

On August 12, 2019 at the regularly scheduled meeting of the San Diego County Division, the membership unanimously endorsed submittal of the resolution, with close to 75% membership present and voting.

The Imperial County Division does not have a schedule meeting until after the deadline to submit proposed resolutions. However, the City of Calexico, which is most directly impacted by initial pollution flow of the New River from Mexicali, sent a letter in concurrence of this resolution as well as numerous city official from cities within Imperial County and the Imperial County Board of Supervisors. The League Imperial County Division will place a vote to support this resolution on the agenda of their September 26, 2019 meeting.

League of California Cities Staff Analysis on Resolution No. 2

Staff: Derek Dolfie, Legislative Representative
Carly Shelby, Legislative and Policy Development Assistant
Committees: Environmental Quality

Summary:

This Resolution states that the League of California Cities should call upon the State and Federal governments to restore and ensure proper funding for the U.S. – Mexico Border Water Infrastructure Program (BWIP) and work bi-nationally to address water quality issues resulting from transboundary flows from Mexico's Tijuana River into the United States containing untreated sewage, polluted sediment, and trash.

Background:

The League of California Cities' San Diego County Division is sponsoring this resolution to address their concerns over the contaminated flows from the Tijuana River into California that have resulted in the degradation of water quality and water recreational areas in Southern California.

The Tijuana River flows north through highly urbanized areas in Mexico before it enters the Tijuana River Estuary and eventually the Pacific Ocean via waterways in San Diego County in California. Urban growth in Tijuana has contributed to a rise in rates of upstream flows from water treatment facilities in Mexico. These treatment facilities have raised the amount of untreated sewage and waste in the Tijuana River due to faulty infrastructure and improper maintenance. The federal government refers to the river as an "impaired water body" because of the presence of pollutants in excess, which pose significant health risks to residents and visitors in communities on both sides of the border.

Federal Efforts to Address Pollution Crisis

To remedy the Tijuana River's low water quality, the United States and Mexico entered into a Treaty in 1944 entitled: *Utilization of Waters of the Colorado River and Tijuana Rivers and of the Rio Grande – the International Boundary and Water Commission (IBWC)*. The IBWC was designed to consist of a United States section and a Mexico section. Both sections were tasked with negotiating and implementing resolutions to address water pollution in the area, which includes overseeing the development of water treatment and diversion infrastructure.

After the formation of the IBWC, the U.S. and Mexico entered into a treaty in 1993 entitled: *Agreement Concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank*. This agreement established the North American Development Bank (NADB), which certifies and funds infrastructure projects located within 100 kilometers (62 miles) of the border line. The NADB supports federal programs like the Border Water Infrastructure Program (BWIP), which was initially funded at \$100 million, annually.

The degradation of existing water treatment infrastructure along the border coincides with the federal government's defunding of the BWIP, which has steadily decreased from \$100 million in 1996 to \$10 million today. The Federal FY 2020 Budget proposes eliminating BWIP funding

altogether. EPA's regions 6 and 9 (includes U.S. states that border Mexico) have identified a number of eligible projects that address public health and environmental conditions along the border totaling \$340 million.

The NADB has funded the development of water infrastructure in both the U.S. and Mexico. Water diversion and treatment infrastructure along the U.S – Mexico border includes, but is not limited to, the following facilities:

- *The South Bay International Wastewater Treatment Plant (SBIWTP)*. This facility was constructed by the U.S. in 1990 and is located on the California side of the border and is operated under the jurisdiction of the IBWC. The SBIWTP serves as a diversion and treatment sewage plant to address the flow of untreated sewage from Mexico into the United States.
- *Pump Station CILA*. CILA was constructed by Mexico in 1991 and is located along the border in Mexico. This facility serves as the SBIWTP's Mexican counterpart.

Both the SBIWTP and CILA facilities have had a multitude of overflows containing untreated sewage and toxic waste that spills into the Tijuana River. The cause of overflows can be attributed to flows exceeding the maximum capacity that the infrastructure can accommodate (this is exacerbated during wet and rainy seasons) and failure to properly operate and maintain the facilities. Much of the existing infrastructure has not had updates or repairs for decades, causing overflows to become more frequent and severe. The most notable overflow occurred in February 2017, wherein 143 million gallons of polluting waste discharged into the Tijuana River; affecting the Tijuana Estuary, the Pacific Ocean, and Southern California's waterways.

State Actions

In response to the February 2017 overflow, the San Diego Water Board's Executive Officer sent a letter to the U.S. and Mexican IBWC Commissioners which included recommendations on how to improve existing infrastructure and communications methods between both nations.

In September of 2018, California Attorney General Xavier Becerra submitted a lawsuit against IBWC for Violating the Clean Water Act by allowing flows containing sewage and toxic waste to flow into California's waterways, posing a public health and ecological crisis. The cities of Imperial Beach, San Diego, Chula Vista, the Port of San Diego, and the San Diego Regional Water Quality Board have also filed suit against the IBWC. The suit is awaiting its first settlement conference on October 19, 2019. If parties are unable to reach a settlement, the case will go to trial.

Fiscal Impact:

California's economy is currently the sixth largest in the world, with tourism spending topping \$140.6 billion in 2018. In the past five years, San Diego's Border Field State Park has been closed for over 800 days because of pollution from the Tijuana River. A decline in the State's beach quality and reputation could carry macroeconomic effects that could ripple outside of the San Diego County region and affect coastal communities throughout California.

Existing League Policy

The League of California Cities has extensive language on water in its Summary of Existing Policy and Guiding Principles. Fundamentally, the League recognizes that beneficial water quality is essential to the health and welfare of California and all of its citizens. Additionally, the League advocates for local, state and federal governments to work cooperatively to ensure that water quality is maintained.

The following policy relates to the issue of water quality:

- Surface and groundwater should be protected from contamination.
- Requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported.
- When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in stream or end-of-pipe treatment.
- Water development projects must be economically, environmentally and scientifically sound.
- The viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
- Protection, maintenance, and restoration of fish and wildlife habitat and resources.

Click here to view the **Summary of Existing Policy and Guiding Principles 2018**.

Comments:

1. Water quality issues are prevalent across California and have been a constant priority of the State's legislature and residents. In 2014, California's voters approved Proposition 1, which authorized \$7.5 billion in general obligation bonds to fund water quality improvement projects. In 2019, the Legislature reached an agreement to allocate \$130 million from the State's Greenhouse Gas Reduction Fund (GGRF) to address failing water infrastructure and bad water qualities for over one million of California's residents in rural communities. Water quality is not an issue unique to the County of San Diego and communities along the border.
2. Tijuana River cross-border pollution has caught national attention. Members of Congress have proposed recent funding solutions to address the pollution crisis, including:
 - In February of 2019, California Congressional Representatives Vargas, Peters, and Davis helped secure \$15 million for the EPA to use as part of its BWIP.
 - *H.R. 3895 (Vargas, Peters, 2019), The North American Development Bank Pollution Solution Act*. This bill seeks to support pollution mitigation efforts along the border by increasing the NADB's capital by \$1.5 billion.
 - *H.R. 4039 (Levin, 2019), The Border Water Infrastructure Improvement Act*. This bill proposes increasing funding to the BWIP from the existing \$10 million to \$150 million as a continuous appropriation until 2025.

Additionally, the National Association of Counties (NACo) and the U.S. Conference of Mayors enacted resolutions in support of increased funding for U.S. – Mexico border water infrastructure to address the environmental crisis in 2019.

3. The border pollution problem has sparked action from local, state, and federal actors. Should this resolution be adopted, League membership should be aware that future action will be adapted by what is explicitly stated in the resolution's language. In current form, the resolution's resolve clause cites the BWIP as the only program that should receive reinstated and proper funding. League staff recommends the language be modified to state:

"NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding for environmental infrastructure on the U.S. – Mexico Border, including to the U.S–Mexico Border Water Infrastructure Program (BWIP), and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state."

Modifying the language would ensure enough flexibility for the League to support funding mechanisms outside of the prescribed federally-operated BWIP.

4. It remains unclear if there is an appetite in Washington to fund border-related infrastructure projects that address environmental quality. Given the high probability of another overflow containing waste and sewage from the existing infrastructure operated by the IBWC, League membership should consider the outcome if no resolution is reached to address the issue.

Support:

The following letters of concurrence were received:

Cities:

The City of Calexico

The City of Coronado

The City of Imperial Beach

The City of San Diego

In their individual capacity:

Amanda Young Rigby, City of Vista Council Member

Bill Baber, City of La Mesa Council Member

Consuelo Martinez, City of Escondido Deputy Mayor

George A. Nava, City of Brawley Council Member

John Minto, City of Santee Mayor

Judy Ritter, City of Vista Mayor

Luke Hamby, City of Brawley Council Member

Norma Kastner-Jauregui, City of Brawley Mayor Pro-Tempore

Sam Couchman, City of Brawley Council Member

LETTERS OF CONCURRENCE

Resolution No. 2

International Transboundary Pollution Flows



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2110
Fax: 760.768.2103
www.calexico.ca.gov

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: Environmental and Water Quality Impacts Of International Transboundary River
Pollution Flow Resolution**

President Arbuckle:

The city of Calexico strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Viva Calexico!

If you have any questions or require additional information, please do not hesitate to contact me at 760/768-2110.

Sincerely,

CITY OF CALEXICO

A handwritten signature in cursive script that reads "David Dale".

David Dale
City Manager

Cc: Honorable Mayor Bill Hodge

Viva Calexico!



CITY OF CORONADO

1825 STRAND WAY
CORONADO, CA 92118

OFFICE OF THE CITY MANAGER
(619) 522-7335
FAX (619) 522-7846

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts of International Transboundary River Pollution Flows Resolution

This letter is written on behalf of and with the support of the Coronado City Council. The City of Coronado wholeheartedly supports the resolution adopted by the San Diego County and Imperial County Division of the California League of Cities.

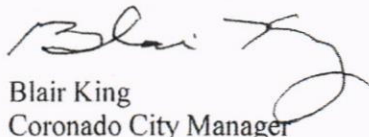
The San Diego County Division's resolution calls upon the federal and state governments to restore and ensure proper funding of the U.S.-Mexico Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

The City has been working closely with the Environmental Protection Agency and other federal partners on the matter since early 2018. City leaders are committed to finding long-term, sustainable solutions to this problem. Through its advocacy and education efforts, the City of Coronado has raised national awareness of the problem among legislators, political appointees and career staff at federal agencies. These efforts have been successful. However, the City along with our coalition partners, look forward to more action to swiftly resolve this issue.

Local government and the public support the state's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, Coronado values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me if you have any questions.

Sincerely,



Blair King
Coronado City Manager

cc: Coronado Mayor and City Council
Bill Baber, President, San Diego County Division
c/o Catherine Hill, Regional Public Affairs Manager, San Diego County Division chill@cacities.org



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K St. Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River
Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach appreciates and supports the San Diego County Division's effort to submit a resolution for consideration by the full membership of the League of California Cities.

The Division's resolution calls on Federal and State government to address the impacts of transboundary pollution flows into the Southwestern regions of California. The pollution in these areas is an environmental disaster that threatens the health and general welfare of residents near the Mexican border in Imperial and San Diego Counties.

I encourage all voting delegates and elected officials in attendance at the 2019 Annual League of California Cities Conference in Long Beach to support this important resolution as it addresses the critical need for the federal and state government to recommit to work bi-nationally to address the serious contamination issues and to develop and implement long-term solutions.

I am available for any questions or additional information related to this letter of support.

Sincerely,

Andy Hall
City Manger

Cc: Honorable Mayor Serge Dedina
Honorable Mayor Pro Tem Robert Patton
Honorable Councilmember Paloma Aguirre
Honorable Councilmember Ed Spriggs
Honorable Councilmember Mark West



City of Imperial Beach, California

OFFICE OF THE MAYOR

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions or require additional information, please do not hesitate to contact me at 619-423-8303.

Sincerely,

Serge Dedina
Mayor



THE CITY OF SAN DIEGO

KEVIN L. FAULCONER

Mayor

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: **Environmental and Water Quality Impacts of International Transboundary River
Pollution Flow Resolution**

President Arbuckle:

The City of San Diego supports the San Diego County Division in their effort to submit a resolution to the General Assembly at the League of California Cities' 2019 Annual Conference in Long Beach.

To suppress the flow of pollution between the Mexico and Southern California's water channels, the Division requests for the Federal and State governments to give proper funding to the Border Water Infrastructure Program (BWIP).

The City of San Diego and its citizens have expressed their concerns about untreated sewage, polluted sediment and trash flowing from Mexico, into California, causing health, environmental and safety concerns. The State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. With the Division's resolution, the great need for federal and state governments to reconsider working together, will help in developing a long-term solution to address serious water quality and contamination issues.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Please contact me at (619)453-9946 if you have any questions.

Sincerely,

Denice Garcia
Director of International Affairs

Cc: Honorable Mayor Kevin L. Faulconer



AMANDA YOUNG RIGBY

CITY COUNCILWOMAN

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Re: Border Sewage Issues

Dear President Arbuckle;

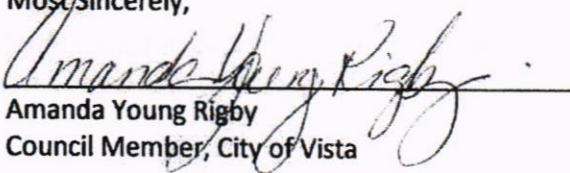
As a Council Member in the City of Vista, and solely in my individual capacity as such, I write in **support** of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the constant sewage pollution issues at the international border with Mexico.

This Resolution requests that the federal and state governments recognize the paramount importance of this issue and address the devastating impacts that this constant contamination has on the southernmost regions of California and the Pacific coastline by requesting the necessary funding to develop and implement effective and long term solutions to the raw sewage contamination coming into San Diego and Imperial Counties from Mexico.

Although I have lived in Vista for 27 years now, I grew up in Imperial Beach and know well the severe health and environmental impact that this situation has had on our border communities for the **decades**.

As a member of the League, I value the League's ability to effectively advocate on behalf of not only our cities but in effect, our citizens, and this is an important issue for our entire state. Should you have any questions or comments, please contact me at the number below. Thank you for your consideration.

Most Sincerely,


Amanda Young Rigby
Council Member, City of Vista

cc: Vista City Council
Vista City Manager
Vista City Attorney
City of Imperial Beach
City of Coronado
City of Calexico
City of San Diego



**CITY OF
LA MESA**
JEWEL of the HILLS

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flows Resolution

President Arbuckle:

As a Council Member for the City of La Mesa and in my individual capacity, not on behalf of the full La Mesa City Council as a body or the City, I am writing you in support of the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

As San Diego County Division President and a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at 619-667-1106, should you have any questions.

Sincerely,

BILL BABER
COUNCIL MEMBER CITY OF LA MESA
PRESIDENT, LEAGUE SAN DIEGO COUNTY DIVISION



Consuelo Martinez, Deputy Mayor
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4638

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the city of Escondido, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at cmartinez@escondido.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Martinez", written over a horizontal line.

Consuelo Martinez
Deputy Mayor

cc: Honorable Mayor and City Council Members
Jeffrey R. Epp, City Manager



CITY OF BRAWLEY

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

George A. Nava
City Council Member
City of Brawley

MAYOR
John W. Minto

CITY COUNCIL
Ronn Hall
Stephen Houlahan
Laura Koval
Rob McNelis



CITY OF SANTEE

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Santee, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (JMinto@cityofsanteeca.gov) if you have any questions.

Sincerely,

JOHN W. MINTO
Mayor
City of Santee



JUDY RITTER
MAYOR

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Vista, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at jritter@cityofvista.com if you have any questions.

Sincerely,

Judy Ritter
Mayor
City of Vista



CITY OF BRAWLEY

ADMINISTRATIVE OFFICES

383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Luke Hamby
City Council Member
City of Brawley



CITY OF BRAWLEY

ADMINISTRATIVE OFFICES

383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Norma Kastner-Jauregui
Mayor Pro-Tempore
City of Brawley



CITY OF BRAWLEY

ADMINISTRATIVE OFFICES

383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Sam Couchman
City Council Member
City of Brawley

CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:

October 7, 2019

ITEM NO:

6.

SUBJECT: Award Contract to Bob Murray & Associates for Executive Search Services for the Selma Chief of Police

BACKGROUND:

On August 29, 2019, the former Chief of Police retired. Staff began the process of conducting a Request for Proposals (RFP) for Executive Search Services for the new Selma Chief of Police. The RFP was sent to seven firms. Two firms, Bob Murray & Associates and Public Sector Search & Consulting, responded.

DISCUSSION:

Both proposals were similar in cost and timelines. For recruitment services including stakeholder and community input and an online survey, Bob Murray & Associates cost \$26,650 and Public Sector Search & Consulting cost \$27,000. Both firms indicated the process would take 90 – 120 days. Both firms provide a guarantee that if a candidate recommended by the firm resigns or is terminated within the first 12 months of employment, they will provide the City with professional services to secure a replacement. Of the two firms, Bob Murray & Associates had more experience with 33 successful searches in the last three years and overall more than 30 years of executive recruitment experience.

The scope of services and costs are outlined below.

Professional Fees & Expenses	
Professional Services include: <ul style="list-style-type: none">• Development of a candidate profile• Advertising• Recruitment• Screening• Preliminary interviews• Public records search• Final interviews• Background and reference checks• Assist in negotiations	\$17,500
Reimbursable Expenses include: <ul style="list-style-type: none">• Brochure design and printing (\$1,275)• Advertising (\$3,000)	\$7,400

<ul style="list-style-type: none"> • Background checks – 3 candidates (\$550) • Consultant travel (\$2,000) • Other expenses – supplies, shipping, clerical (\$575) 	
Recommended Optional Services <ul style="list-style-type: none"> • Community/staff input forum (\$1,500/day, plus travel expenses) • Online survey with analysis of results (\$250) 	\$1,750
Not-to-exceed subtotal	\$26,650
Contingency & additional travel	\$3,000
Not-to-exceed total	\$29,650

While handling the recruitment internally is an option, it is recommended to outsource this process to ensure timely processing and benefit from the extensive experience and network a recruitment firm provides. From Bob Murray & Associates, the City would be assigned Joel Bryden as the project manager. Mr. Bryden is a former Police Chief.

FINANCIAL ANALYSIS:

Hiring a consultant to assist with the Police Chief recruitment would allow the City to focus specific resources to this recruitment while allowing the City's Human Resources Manager to continue working on open enrollment, and other recruitments and personnel matters. Furthermore, Bob Murray & Associates' guarantee of success is an additional assurance in the recruitment of a critical position for the City.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Not to exceed \$29,650		
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund		
Fund Balance:		

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to execute a contract with Bob Murray & Associates in an amount not to exceed \$29,650.

/s/

Teresa Gallavan, City Manager

10/3/2019

Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and BOB MURRAY & ASSOCIATES ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 7, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing executive recruitment services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$26,650 for the total Term of the Agreement unless additional payment is approved but not to exceed the contingency of \$3,000 as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest,

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Selma
1710 Tucker Street
Selma, CA 93662
Attention: City Manager

With a Copy To:

Neal Costanzo, City Attorney
575 E. Locust Avenue, Suite 115
Fresno, CA 93720

To Consultant:

Bob Murray & Associates
Attn: Valerie Phillips
1544 Eureka Road, Suite 280
Roseville, CA 95661

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Selma
Consultants, Inc.

"CONSULTANT"
Bob Murray & Associates

By: _____
Teresa Gallavan, City Manager

By: _____
Valerie Phillips, President

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal Costanzo, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule & Guarantee
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

STEP 1 DEVELOP THE CANDIDATE PROFILE

Consultant will gain understanding of the City of Selma's needs to conduct a successful search. Joel Bryden will meet with the City Manager and key stakeholders to learn as much as possible about the ideal candidate for the Chief of Police position. Consultant will become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Selma.

Mr. Bryden will review and help define the City's wish list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Manager and Mr. Bryden will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile developed together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

Many of clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Bob Murray & Associates are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Selma so desires, consultant will work with the City Manager to create a customized community and/or staff input process and provide an online survey with analysis of results.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Bryden and the dedicated Recruitment Coordinator will use the candidate profile developed with the City of Selma to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Selma that the City thinks best represent your organization and your community.

Upon City approval, Mr. Bryden will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Chief of Police position. Consultant will also place the recruitment brochure on its website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions.

Mr. Bryden will also design an effective advertising campaign appropriate for the Chief of Police recruitment. Consultant's broadest outreach will be through its active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, the "Jobs Available" newsletter, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Chief of Police field.

Suggested Chief of Police-specific advertising sources for the City of Selma's search include:

- California Police Chiefs Association
- Hispanic American Police Command Officers Association
- California Peace Officers Association
- International Association of Chiefs of Police

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Mr. Bryden will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Selma, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Chief of Police position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Consultant will use its extensive network of contacts, developed through over 1,400 successful placements, as a primary source for identifying and obtaining referrals for candidates. Consultant will use its in-house database of 40,000 current and former executive and professional candidates in its recruitment outreach efforts to find the right candidates. Consultant's aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Chief of Police recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Bryden will screen all resumes received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Bryden will discuss with the City Manager how the City of Selma wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Bryden will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in the City of Selma. To reduce travel-related expenses and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Bryden will explore each candidate's background and experience as it relates to the Chief of Police position, such as significant accomplishments, size and scope of

responsibility, and organizational culture. In addition, Mr. Bryden will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. He will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Bryden, the Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Mr. Bryden to any further detailed inquiries consultant may need to make before its recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on findings during the preliminary interview process, Mr. Bryden will recommend a limited number of candidates for City's further consideration. He will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to the client.

The consultant will typically recommend 6-8 candidates that it feels will best match City expectations and prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and will forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Consultant will help develop an interview process that objectively assesses the qualifications of each candidate. Consultant will work with the City of Selma to craft and implement an interview approach that fits its needs. This may include individual and panel interviews by the City Manager and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Bryden helps the City of Selma to design.

Mr. Bryden will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

Consultant will work closely with city staff to coordinate and schedule interviews and candidate travel. The goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of the City organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Mr. Bryden and the Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, consultant will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, consultant will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

The Recruitment Coordinator will work with candidates and consultants professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

Consultant will serve as the City representative and assist during the negotiation process. Mr. Bryden knows what other organizations have done to put deals together with great candidates and what the current market is like for Chief of Police positions in organizations like the City of Selma's. He will advise the City regarding current approaches to difficult issues, such as housing and relocation. Consultant will represent City interests and advise the chosen candidate and the City regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, in time intervals that suit the City of Selma, consultant will provide City with updates on the status of the search and attend to all administrative details on City's behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment.

Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Bryden on behalf of the City of Selma.

It is the consultant's internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Bryden will be available to the City of Selma by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

RECRUITMENT SCHEDULE

Consultant will start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search will be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Selma. A typical timeline of tasks and events is included here for reference.

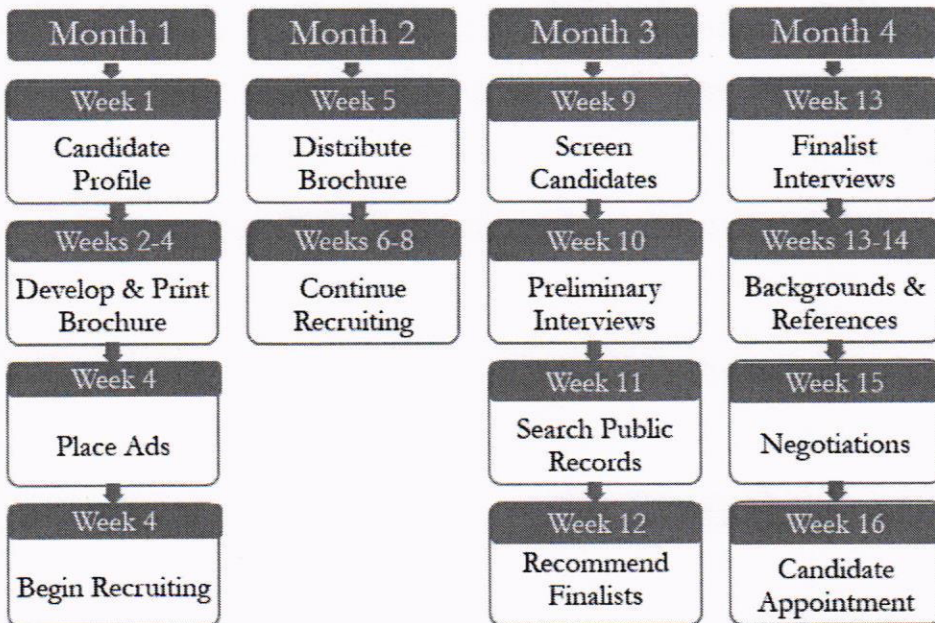


EXHIBIT B

RATE SCHEDULE

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Chief of Police recruitment on behalf of the City of Selma is \$17,500. Services provided for in this fee consist of all steps outlined in this agreement, including three (3) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project.

The City of Selma will also be responsible for reimbursing expenses Bob Murray & Associates incurs on its behalf. Estimate expenses for this project are not to exceed \$7,400. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Selma.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Selma.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$17,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) Advertising (\$3,000) Background Checks – 3 candidates (\$550) Consultant Travel (\$2,000) Other expenses – supplies, shipping, clerical (\$575)	\$7,400
Not-to-Exceed Total	\$24,900

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

October 7, 2019

ITEM NO:

7.

SUBJECT: Consideration on Amended Resolution No. 2019-39R Declaring the Intention of the City Council to Adopt an Ordinance Requiring Members of the City Council be Elected by Four Districts with an Elected Mayor in Furtherance of the Purposes of the California Voting Rights Act of 2001 and Pursuant to Government Code §34886

DISCUSSION: Resolution 2019-39R adopted July 15, 2019, initiated a proceeding aimed at culminating in an adopted ordinance requiring all members of the City Council be elected in a "by-district" system wherein each member of the City Council is elected only by the voters in the district in which the person elected to the City Council resides. Between August 5, 2019 and September 16, 2019, the Council conducted the proceedings that are required by Elections Code §10010 by holding two public hearings over a period of no more than 30 days at which the public was invited to provide input regarding the composition of the districts and conducting two additional public hearings over a period of no more than 45 days at which the public was invited to provide input regarding the content of maps released by the City or proposed by the public and the proposed sequence of elections.

On September 16, 2019, the date set for the public hearing on an ordinance of the City (No. 2019-4) establishing election of members of the City Council by five districts, the election sequence and boundaries of each district by the selection of the map of districts for inclusion in the ordinance, the public hearing was continued to September 27, 2019. No map was selected by majority vote and the public hearing on the ordinance did not occur.

On September 27, 2019, the City Council directed preparation of an Amended Resolution No. 2019-39R declaring the City of Selma's intent to transition from at-large to by-district council member elections from four districts with an elected Mayor pursuant to Government Code §34886.


The underlying purpose of adopting the original Resolution of Intention and of amending that resolution is to conform to and insulate the City from liability under the California Voting Rights Act, Elections Code §14025 et seq. Liability under the California Voting Rights Act can arise in one of two ways (1) by the service of a demand letter by Certified Mail asserting that the City's at-large method of election of council members may violate the Voting Rights Act; or (2) the filing of suit under the California Voting Rights Act. Suit cannot be filed under the Voting Rights Act unless and until the demand letter asserting violation of the Act has been issued. Elections Code §10010 provides that the City may adopt a resolution of its intention to transition from the at-large to district based elections, or to a four district election of council members with an elected mayor at-large before receiving

the demand letter asserting violation of the Act. If the City Council does adopt a resolution of intention the statute prohibits either the commencement of an action under the Voting Rights Act or the service of a demand for a period of 90 days after the adoption of the Resolution of Intention. (The “90-day safe harbor”).

Here, the City has never received a demand. Consequently, it may change the nature of its Resolution of Intention from one declaring an intention to require election of all council members by district, to a resolution declaring its intention to require the election of four members of the City Council by district, with an at-large elected mayor. Because the amendment of the Resolution of Intention, No. 2019-39R supersedes and replaces the original Resolution of Intention by amending the Resolution of Intention, before the 90-day safe harbor under the Voting Rights Act expires, the Council commences another 90-day safe harbor period within which it may consider and adopt an ordinance creating four electoral districts for the election of council persons and providing for an elected mayor.

<u>COST:</u>		<u>BUDGET IMPACT:</u>
Cost of consultant (NDC) to attend meetings as necessary (\$2,000 per meeting).		None.
<u>FUNDING:</u> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source: General Fund Fund Balance:		None.

RECOMMENDATION: Adopt Resolution Amending Resolution 2019-39R declaring the Council’s intention to create four electoral districts for City Council members and an elected Mayor consistent with the purposes of the California Voting Rights of 2001.

/s/	10/3/2019
_____ Neal E. Costanzo, Special Counsel	_____ Date
 _____ Teresa Gallavan, City Manager	<u>10-3-19</u> _____ Date

AMENDED RESOLUTION NO. 2019-39R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 2019-39R AND DECLARING ITS INTENTION TO CONSIDER ADOPTION OF AN ORDINANCE CREATING FOUR ELECTORAL DISTRICTS FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL AND AN ELECTED MAYOR PURSUANT TO GOVERNMENT CODE §34886 AND ELECTIONS CODE §10010

WHEREAS, five members of the City Council of the City of Selma are currently elected in at-large elections with three members of the five member City Council being elected and two members of the City Council being elected by the registered voters of the entire City in alternating even numbered years so that the Council members serve staggered terms of four years each; and

WHEREAS, Government Code §34886 and Elections Code §10010 authorize a city to adopt an ordinance changing the method of election of four of its Council members from an at-large system to a district-based system in which each Council person is elected only by the registered voters in the District in which the candidate resides, with an elected Mayor to be elected by the registered voters of the entire City, at-large; and

WHEREAS, on July 15, 2019, the City Council adopted Resolution No. 2019-39R declaring its intent to transition from at-large to by district Council member elections and specifying that the ordinance adopted would change the method of election of Council members from at-large to district based elections with respect to each member of the City Council; and

WHEREAS, to exercise its right to form four districts for election of four members of the City Council according to a district-based system of election in which each Council member is elected only by the voters in the district in which the Council member resides with an elected Mayor as described in subdivision (c) of Government Code §34871 without being required to submit the ordinance to the voters for approval, all in accordance with the purposes and requirements of the California Voting Rights Act of 2001 (Chapter 1.5 of Division 14 of the Elections Code commencing with §14025) the City Council desires to amend its Resolution No. 2019-39R to so provide.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Before drawing a map or maps of the proposed boundaries of districts for election of council persons, the City Council shall conduct two public hearings over no more than a period of thirty (30) days at which the public is invited to provide input regarding the composition of the districts.

3. Thereafter, the City Council shall cause a draft map or maps of the proposed boundaries of the districts for election of council persons to be prepared and shall publish and make available the same for release and providing for the potential sequence of the election of such council persons and of the elected Mayor and shall conduct two additional public hearings over a period of no more than 45 days at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections.

4. In determining the composition of a map or maps for by-district election of four council persons and at-large election of an elective Mayor the City Council shall give special consideration to the purposes of the California Voting Rights Act of 2001 and shall take into account the preferences expressed by members of the districts. The City Council hereby approves the schedule for conducting the aforementioned public hearings prior to consideration and adoption of an ordinance establishing four electoral districts for the election of council persons and an elective Mayor appearing in Exhibit A attached hereto and incorporated by this reference. The schedule, Exhibit A, may be adjusted, from time to time, by the City Manager, her designee, or by the City Council as necessary to conform to the requirements of Government Code §34886 and Elections Code §10010.

5. The City Council hereby declares its intent and resolves to consider adoption of an ordinance that requires the members of the City Council to be elected by district with an elected Mayor in the manner prescribed by Government Code §34871(c), by the formation of four electoral districts with an elected Mayor in the manner authorized by Article 5 of the Government Code, commencing with §34900 and that the change in the method of electing members of the City Council and the establishment of the elective Mayor is being made in furtherance of the purposes of the California Voting Rights Act of 2001.

6. This Resolution is adopted prior to the City of Selma's receipt of any written notice as described in paragraph (1) of subdivision (e) of Elections Code §10010 and this Ordinance shall, therefore, have the effect prescribed by subparagraph (3)(B) of subdivision (e) of Elections Code §10010.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 7th day of, October 2019, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SCOTT ROBERTSON
MAYOR OF THE CITY OF SELMA

ATTEST:

Reyna Rivera
City of Clerk of the City of Selma

EXHIBIT "A"
TO AMENDED RESOLUTION 2019-4
TIMELINE
IMPLEMENTING FOUR COUNCIL ELECTION
DISTRICTS WITH AN ELECTED MAYOR

DATE	ACTION
October 7, 2019	Adopt Amended Resolution of Intention to Transition to Four Districts with an Elected Mayor
October 7, and October 21	Two public hearings to solicit public input on composition of districts
October 28	All initial draft maps posted
November 4 and 18	Hold two public hearings for public input on draft maps and election sequencing and public hearing and first reading and introduction of Ordinance Implementing Four Districts with at-large elected Mayor
December 2	Second reading and adoption of Ordinance
November 2020, 2021	Depending on Sequence either 2 District and one at-large Mayor Election or 3 District Elections
November 2022	Depending on Sequence Selected either 2 District Elections or 1 District and one at-large Mayor Election

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO:

8.a.

SUBJECT: **Continued** Public Hearings to Receive Input Concerning District Maps for City Council Elections, District Boundaries and the Sequencing of Elections, and Consideration of Ordinance No. 2019-4, an Ordinance of the City Council Amending Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code, to Establish the Election of Members of the City Council by Five Districts, the Boundaries and Identification Number of Each District, and the Election Order of Each District-Continued from September 16, 2019 and September 27, 2019

Discussion

On July 15, 2019, the City Council initiated the process to consider changing to a by-district electoral system. The City then entered into an agreement with National Demographics Corporation ("NDC") to assist with the transition from an at-large to a by-district election system. Since that time, the City has engaged in a public engagement process to identify communities of interest and to encourage the community to provide input on the transition and on the specific election district maps.

The public engagement process included messaging through the robo-call phone services, newspaper and online advertisements, the City's website, and digital billboard signage. As a result of the extensive public outreach, the City received eight (8) proposed election district maps from members of the community, along with three (3) election district maps prepared by its consultant based on the public comments, applicable legal standards, and other relevant factors.

City Council public hearings were held on August 5, 2019, and August 12, 2019, to receive input regarding the composition of the City's voting districts before any draft maps were drawn. At the public hearing held September 3, 2019, the public was invited to provide input regarding the content of the draft maps that had been released at least seven (7) days before each meeting, and the proposed sequence of elections. The eight proposed election district maps from members of the community reflected on what the members of the public view as neighborhoods, they were not population-balanced and therefore the maps were not legal as drawn.

After receiving public testimony at its September 3, 2019, hearing, the Council reported that September 6, 2019, would be the deadline to receive proposed election district maps from members of the community.

The City received five maps that were contiguous and population-balanced from members of the public within the deadline. The five maps titled: P110, P111, P114, P115, P116 were placed on the City's website on September 9, 2019.

During the September 16, 2019 Council meeting and the September 27, 2019 Council meeting, Council requested that the matter be continued to tonight's regular meeting.

At this time, staff is recommending the City Council hold the public hearings and receive input to select its preferred map, designate their preferred election years for each district, and introduce the proposed ordinance establishing five districts for election of five City Council Members.

Attachments

Attachment A – Maps

RECOMMENDATION:

- a. Consideration of the Draft Maps:** It is recommended the City Council: 1) Receive a report from National Demographics Corporation, the City's demographic consultant, concerning the draft maps proposed to date, and potential election sequencing for a district-based election process pursuant to Elections Code § 10010; 2) Open a public hearing and invite members of the public to provide feedback on the draft maps and potential election sequencing presented; 3) Close the public hearing; and 4) Select the map for inclusion in the ordinance.

- b. Consideration of the Ordinance:** It is recommended the City Council: 1) Open the public hearing and take public testimony; 2) Close the public hearing; 3) Waive the reading of Ordinance No. 2019-4, and read by title only; and 4) Introduce Ordinance No. 2019-4 an Ordinance of the City Council of the City of Selma, California, Amending Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code, to Establish the Election of Members of the City Council by Five Districts, the Boundaries and Identification Number of Each District, and the Election Order of Each District.

/s/

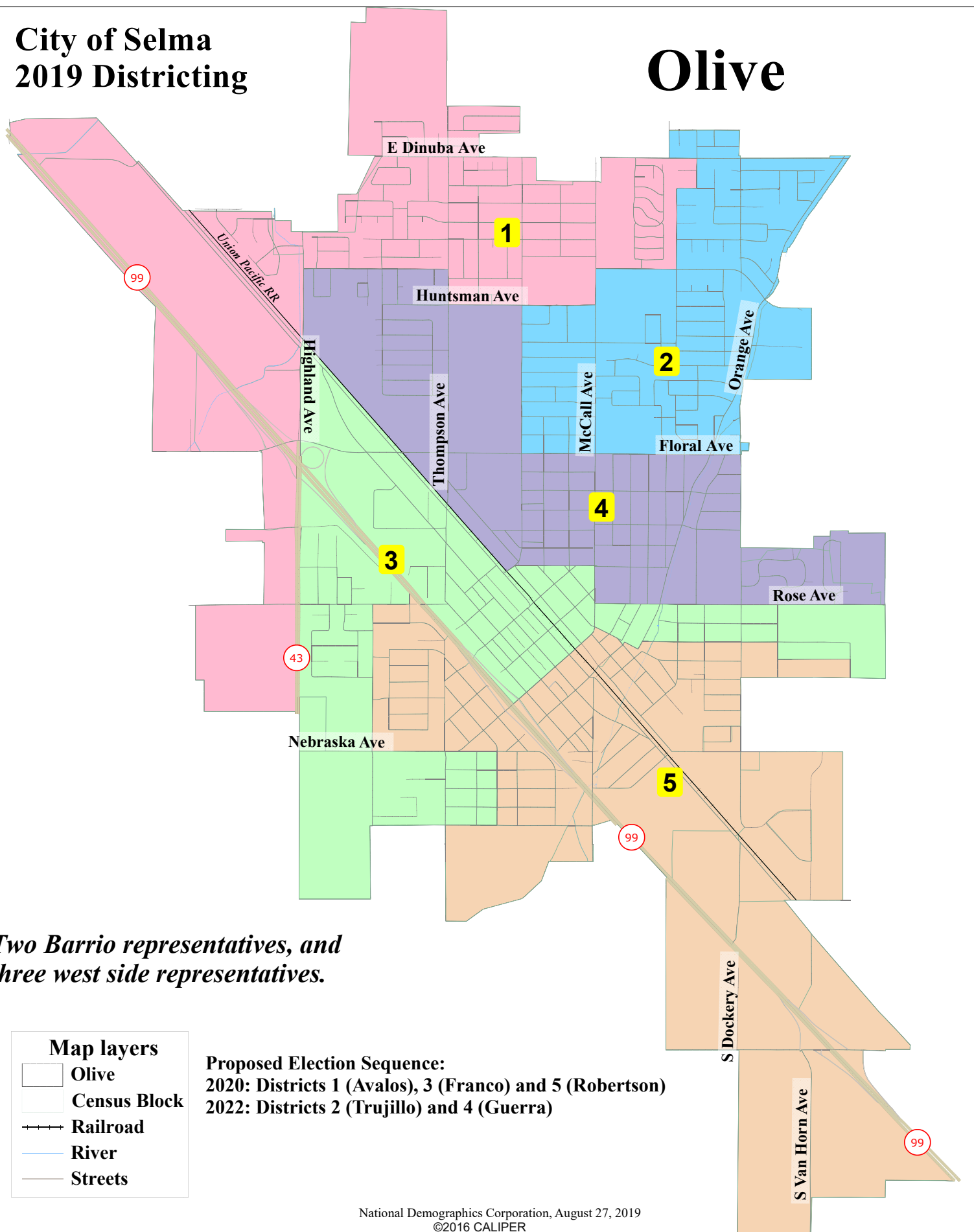
Teresa Gallavan, City Manager

10/3/2019

Date

City of Selma 2019 Districting

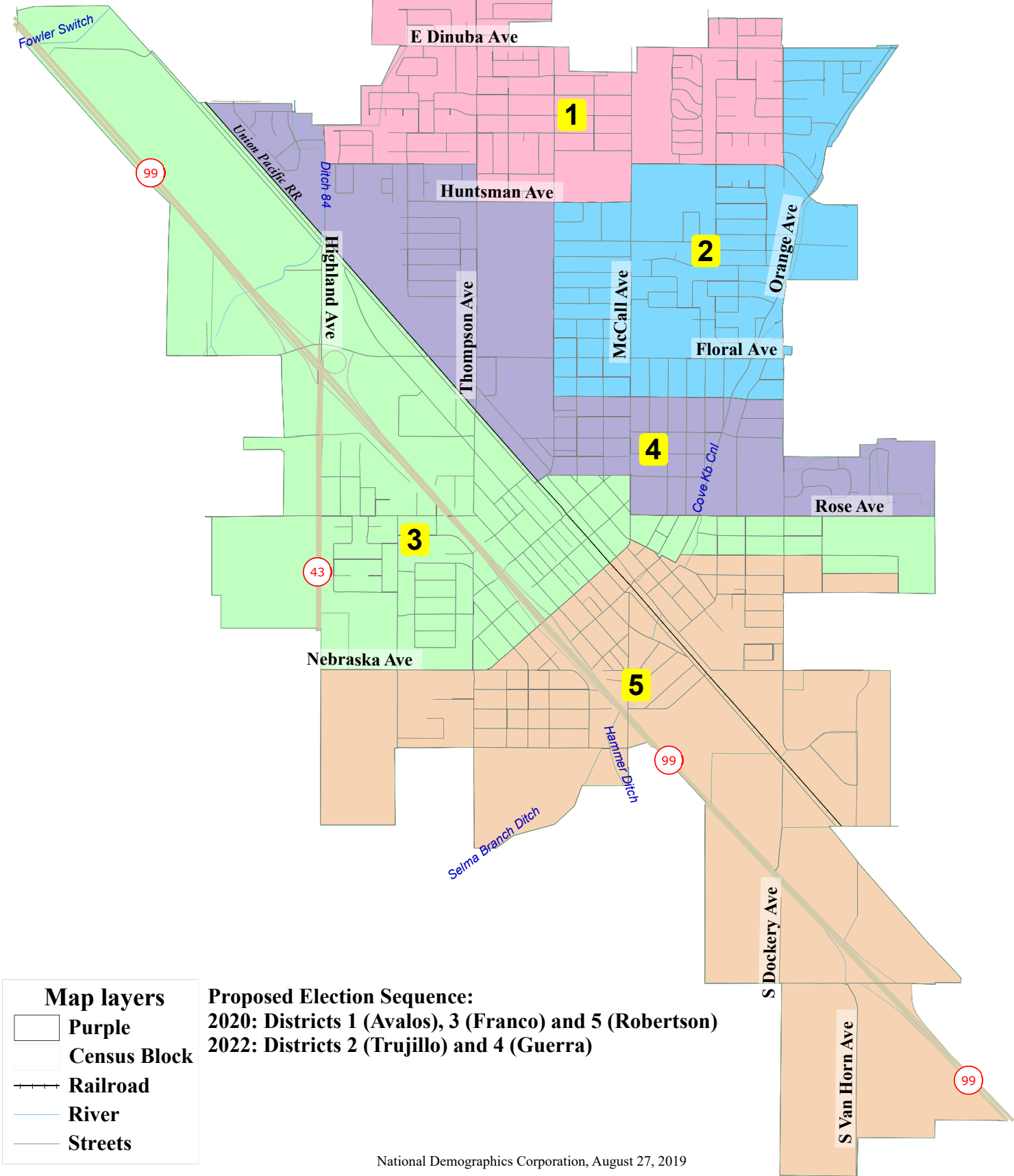
Olive



City of Selma - Olive Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,763	4,724	4,621	4,871	4,741	23,720
4,744	Deviation from ideal	19	-20	-123	127	-3	250
	% Deviation	0.40%	-0.42%	-2.59%	2.68%	-0.06%	5.27%
Total Pop	% Hisp	67%	70%	87%	78%	86%	77%
	% NH White	23%	22%	9%	16%	10%	16%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	8%	6%	2%	3%	3%	4%
Citizen Voting Age Pop	Total	2,938	2,850	2,057	3,072	2,127	13,044
	% Hisp	65%	66%	77%	76%	77%	72%
	% NH White	26%	23%	16%	17%	17%	20%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian/Pac.Isl.	8%	6%	5%	3%	4%	5%
Voter Registration (Nov 2016)	Total	2,398	2,070	1,254	1,904	1,381	9,007
	% Latino est.	67%	63%	83%	66%	82%	71%
	% Spanish-Surnamed	60%	57%	74%	60%	74%	63%
	% Asian-Surnamed	6%	4%	3%	5%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	26%	30%	12%	26%	12%	23%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2016)	Total	1,595	1,380	711	1,244	803	5,734
	% Latino est.	63%	60%	81%	62%	80%	67%
	% Spanish-Surnamed	57%	54%	73%	56%	72%	60%
	% Asian-Surnamed	6%	4%	4%	5%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	30%	34%	13%	31%	14%	27%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	744	1,111	414	746	466	3,481
	% Latino est.	56%	44%	68%	54%	74%	56%
	% Spanish-Surnamed	50%	39%	62%	49%	66%	50%
	% Asian-Surnamed	8%	6%	8%	7%	4%	7%
	% Filipino-Surnamed	0%	1%	0%	0%	1%	1%
	% NH White est.	35%	37%	21%	36%	19%	32%
	% NH Black est.	0%	2%	0%	0%	0%	1%
ACS Pop. Est.	Total	5,207	4,752	4,405	5,066	4,552	23,981
Age	age0-19	32%	29%	35%	33%	34%	32%
	age20-60	50%	49%	53%	52%	53%	51%
	age60plus	18%	23%	12%	15%	12%	16%
Immigration	immigrants	18%	18%	36%	20%	33%	24%
	naturalized	37%	40%	26%	37%	27%	32%
Language spoken at home	english	50%	58%	24%	47%	28%	42%
	spanish	44%	36%	73%	51%	69%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	6%	4%	2%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	16%	34%	17%	31%	23%
Education (among those age 25+)	hs-grad	55%	62%	41%	57%	45%	52%
	bachelor	8%	12%	3%	6%	4%	7%
	graduatedegree	2%	4%	1%	2%	2%	2%
Child in Household	child-under18	39%	38%	48%	44%	48%	43%
Pct of Pop. Age 16+	employed	51%	54%	51%	51%	51%	52%
Household Income	income 0-25k	21%	21%	32%	24%	31%	25%
	income 25-50k	30%	24%	40%	38%	40%	34%
	income 50-75k	19%	19%	16%	18%	16%	18%
	income 75-200k	29%	33%	11%	19%	12%	22%
	income 200k-plus	1%	3%	1%	1%	1%	2%
Housing Stats	single family	89%	84%	85%	84%	85%	85%
	multi-family	11%	16%	15%	16%	15%	15%
	rented	36%	34%	49%	46%	50%	42%
	owned	64%	66%	51%	54%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

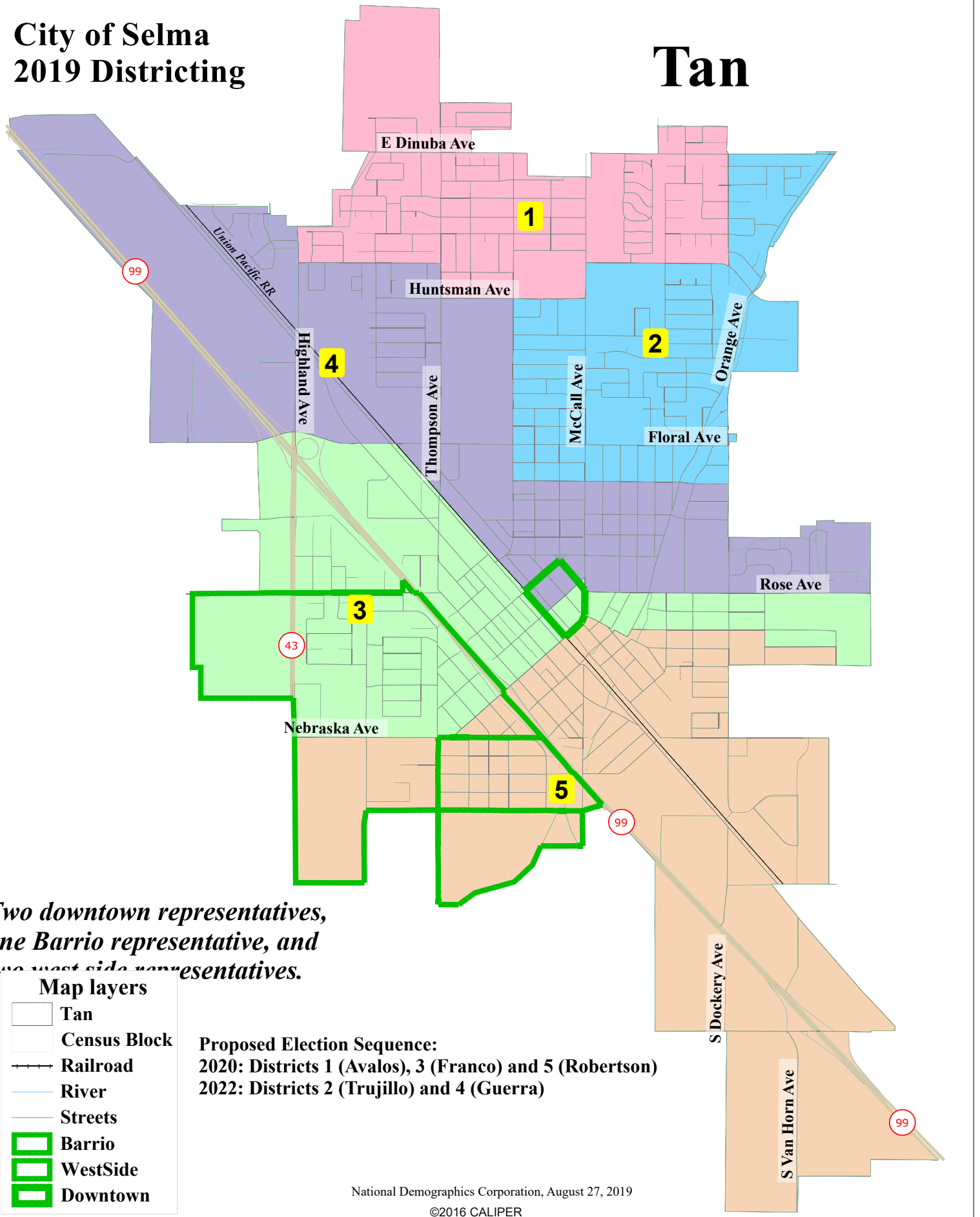
Purple



City of Selma - Purple Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,721	4,811	4,796	4,751	4,641	23,720
4,744	Deviation from ideal	-23	67	52	7	-103	170
	% Deviation	-0.48%	1.41%	1.10%	0.15%	-2.17%	3.58%
Total Pop	% Hisp	65%	71%	84%	79%	89%	77%
	% NH White	25%	22%	10%	14%	9%	16%
	% NH Black	1%	1%	1%	1%	0%	1%
	% Asian-American	7%	5%	4%	5%	1%	4%
Citizen Voting Age Pop	Total	2,987	2,841	2,183	3,000	2,033	13,044
	% Hisp	63%	68%	73%	76%	81%	72%
	% NH White	27%	23%	17%	15%	17%	20%
	% NH Black	0%	1%	2%	1%	0%	1%
	% Asian/Pac.Isl.	7%	4%	7%	5%	2%	5%
Voter Registration (Nov 2016)	Total	2,515	2,055	1,546	1,758	1,133	9,007
	% Latino est.	65%	64%	84%	68%	80%	71%
	% Spanish-Surnamed	58%	57%	76%	61%	72%	63%
	% Asian-Surnamed	6%	4%	3%	5%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	28%	30%	10%	24%	14%	23%
	% NH Black	0%	1%	1%	0%	0%	0%
Voter Turnout (Nov 2016)	Total	1,704	1,364	870	1,127	668	5,734
	% Latino est.	61%	61%	82%	64%	78%	67%
	% Spanish-Surnamed	55%	54%	74%	57%	70%	60%
	% Asian-Surnamed	6%	3%	4%	6%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	32%	34%	11%	28%	17%	27%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	1,011	900	491	681	397	3,481
	% Latino est.	50%	47%	71%	54%	71%	56%
	% Spanish-Surnamed	45%	42%	64%	49%	64%	50%
	% Asian-Surnamed	8%	5%	8%	8%	4%	7%
	% Filipino-Surnamed	0%	1%	0%	0%	1%	1%
	% NH White est.	30%	45%	19%	34%	21%	32%
	% NH Black est.	1%	2%	1%	1%	0%	1%
ACS Pop. Est.	Total	5,096	4,852	4,571	5,005	4,457	23,981
Age	age0-19	31%	29%	35%	33%	34%	32%
	age20-60	50%	49%	53%	51%	53%	51%
	age60plus	19%	21%	12%	16%	13%	16%
Immigration	immigrants	18%	18%	36%	19%	33%	24%
	naturalized	38%	39%	25%	37%	27%	32%
Language spoken at home	english	52%	56%	24%	48%	28%	42%
	spanish	43%	39%	73%	49%	69%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	5%	4%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	16%	34%	18%	31%	23%
Education (among those age 25+)	hs-grad	57%	61%	41%	56%	45%	52%
	bachelor	9%	11%	3%	7%	4%	7%
	graduatedegree	2%	4%	1%	2%	2%	2%
Child in Household	child-under18	38%	39%	48%	43%	48%	43%
Pct of Pop. Age 16+	employed	51%	54%	51%	51%	51%	52%
Household Income	income 0-25k	21%	22%	32%	23%	31%	25%
	income 25-50k	29%	27%	40%	37%	40%	34%
	income 50-75k	19%	18%	16%	18%	16%	18%
	income 75-200k	30%	30%	11%	21%	12%	22%
	income 200k-plus	2%	3%	1%	1%	1%	2%
Housing Stats	single family	88%	84%	85%	85%	85%	85%
	multi-family	12%	16%	15%	15%	15%	15%
	rented	35%	37%	49%	44%	50%	42%
	owned	65%	63%	51%	56%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

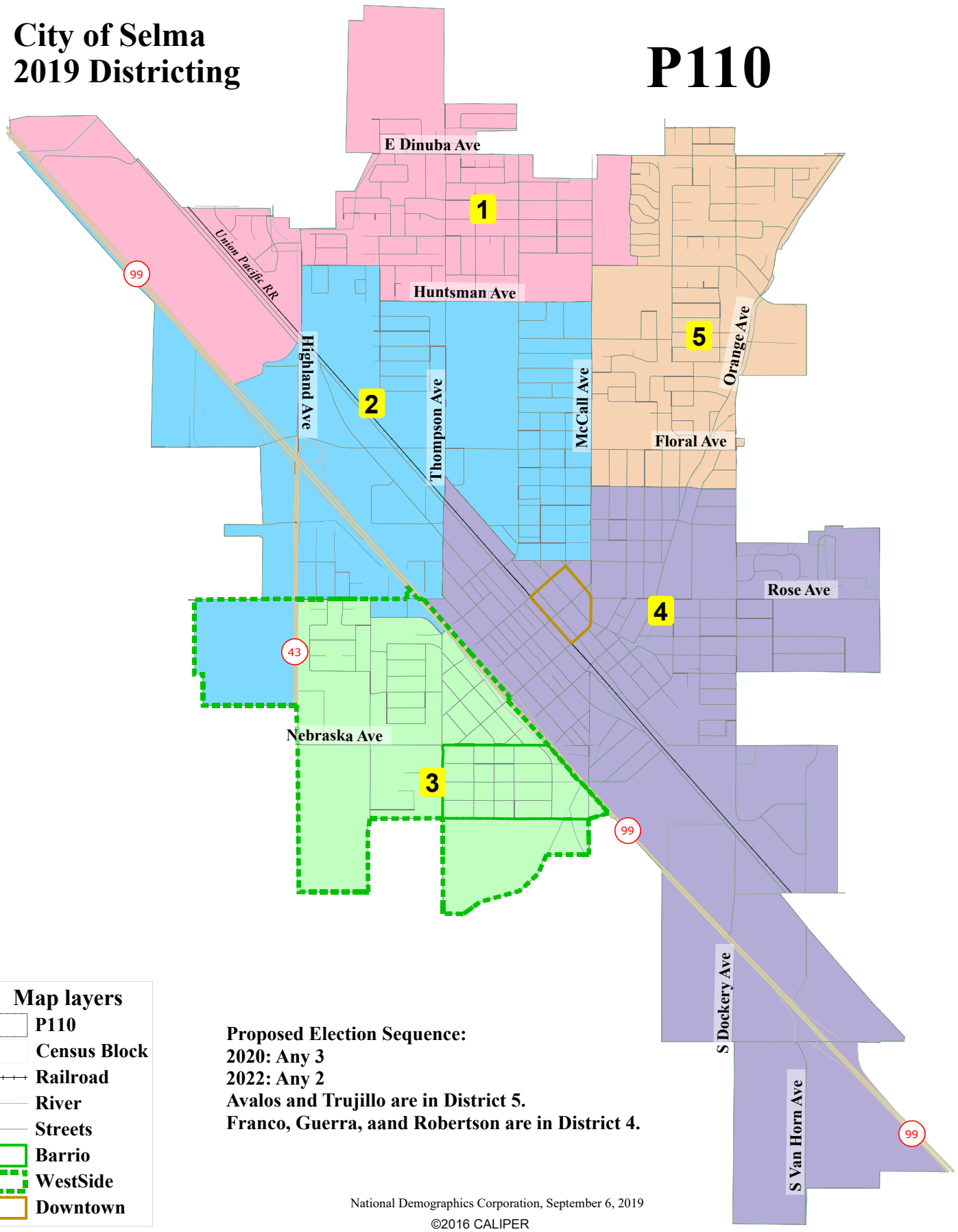
Tan



City of Selma - Tan Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,721	4,811	4,719	4,828	4,641	23,720
4,744	Deviation from ideal	-23	67	-25	84	-103	187
	% Deviation	-0.48%	1.41%	-0.53%	1.77%	-2.17%	3.94%
Total Pop	% Hisp	65%	71%	84%	78%	89%	77%
	% NH White	25%	22%	10%	14%	9%	16%
	% NH Black	1%	1%	1%	1%	0%	1%
	% Asian-American	7%	5%	4%	5%	1%	4%
Citizen Voting Age Pop	Total	2,987	2,841	2,141	3,042	2,033	13,044
	% Hisp	63%	68%	73%	76%	81%	72%
	% NH White	27%	23%	17%	16%	17%	20%
	% NH Black	0%	1%	2%	1%	0%	1%
	% Asian/Pac.Isl.	7%	4%	7%	5%	2%	5%
Voter Registration (Nov 2016)	Total	2,515	2,055	1,483	1,821	1,133	9,007
	% Latino est.	65%	64%	84%	69%	80%	71%
	% Spanish-Surnamed	58%	57%	76%	62%	72%	63%
	% Asian-Surnamed	6%	4%	3%	5%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	28%	30%	10%	24%	14%	23%
	% NH Black	0%	1%	1%	0%	0%	0%
Voter Turnout (Nov 2016)	Total	1,704	1,364	834	1,163	668	5,734
	% Latino est.	61%	61%	83%	64%	78%	67%
	% Spanish-Surnamed	55%	54%	74%	58%	70%	60%
	% Asian-Surnamed	6%	3%	4%	6%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	32%	34%	11%	28%	17%	27%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	1,011	900	477	695	397	3,481
	% Latino est.	50%	47%	71%	54%	71%	56%
	% Spanish-Surnamed	45%	42%	64%	49%	64%	50%
	% Asian-Surnamed	8%	5%	8%	8%	4%	7%
	% Filipino-Surnamed	0%	1%	0%	0%	1%	1%
	% NH White est.	30%	45%	19%	34%	21%	32%
	% NH Black est.	1%	2%	1%	0%	0%	1%
ACS Pop. Est.	Total	5,096	4,852	4,497	5,079	4,457	23,981
Age	age0-19	31%	29%	35%	33%	34%	32%
	age20-60	50%	49%	53%	51%	53%	51%
	age60plus	19%	21%	12%	16%	13%	16%
Immigration	immigrants	18%	18%	36%	20%	33%	24%
	naturalized	38%	39%	25%	37%	27%	32%
Language spoken at home	english	52%	56%	23%	47%	28%	42%
	spanish	43%	39%	73%	50%	69%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	5%	4%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	16%	34%	18%	31%	23%
Education (among those age 25+)	hs-grad	57%	61%	41%	56%	45%	52%
	bachelor	9%	11%	3%	7%	4%	7%
	graduatedegree	2%	4%	1%	2%	2%	2%
Child in Household	child-under18	38%	39%	48%	43%	48%	43%
Pct of Pop. Age 16+	employed	51%	54%	51%	51%	51%	52%
Household Income	income 0-25k	21%	22%	32%	23%	31%	25%
	income 25-50k	29%	27%	40%	37%	40%	34%
	income 50-75k	19%	18%	16%	18%	16%	18%
	income 75-200k	30%	30%	11%	21%	12%	22%
	income 200k-plus	2%	3%	1%	1%	1%	2%
Housing Stats	single family	88%	84%	85%	85%	85%	85%
	multi-family	12%	16%	15%	15%	15%	15%
	rented	35%	37%	49%	44%	50%	42%
	owned	65%	63%	51%	56%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

P110



Map layers

- P110
- Census Block
- Railroad
- River
- Streets
- Barrio
- WestSide
- Downtown

Proposed Election Sequence:

2020: Any 3

2022: Any 2

Avalos and Trujillo are in District 5.

Franco, Guerra, and Robertson are in District 4.

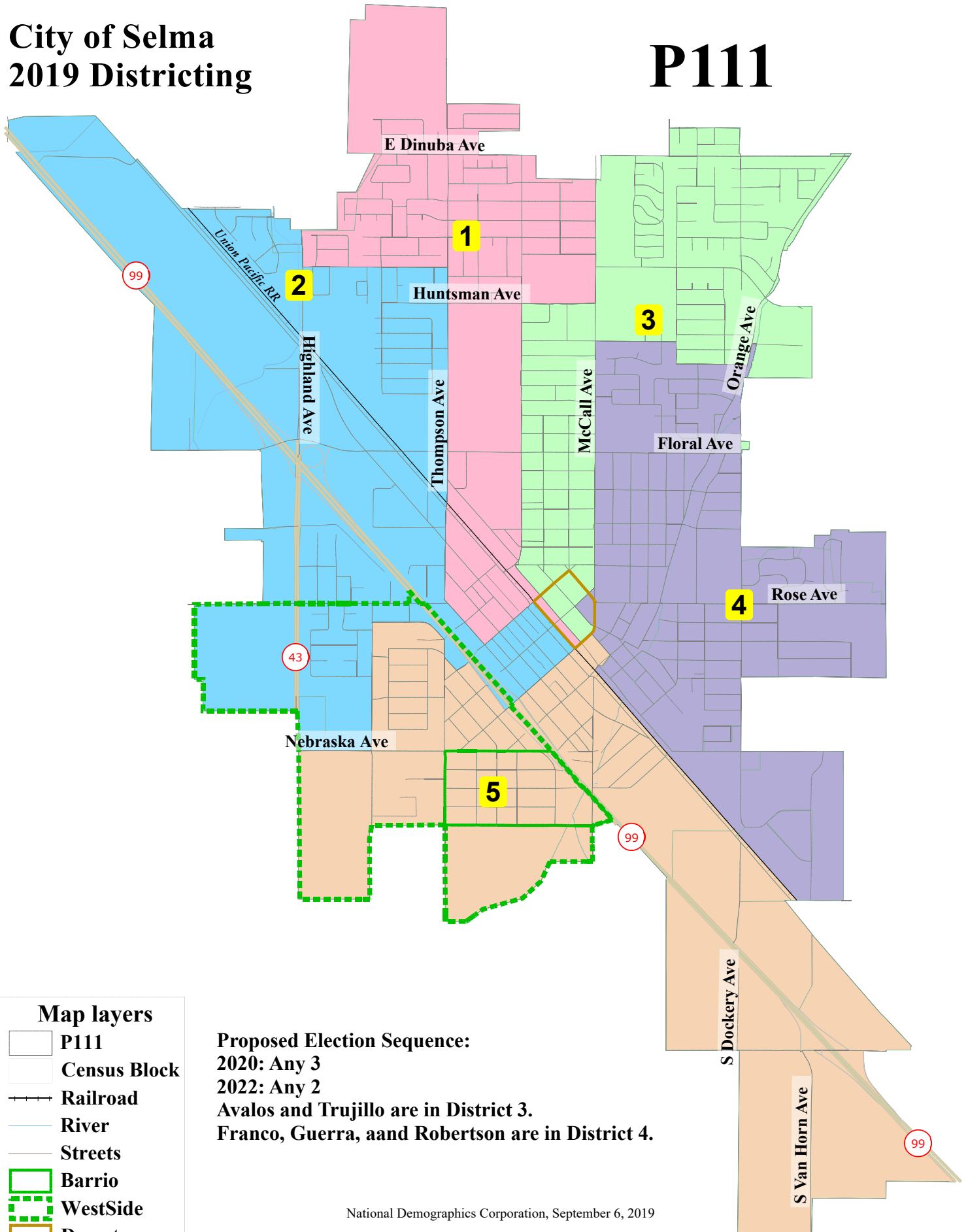
National Demographics Corporation, September 6, 2019

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City of Selma - P110 Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,659	4,957	4,954	4,592	4,558	23,720
4,744	Deviation from ideal	-85	213	210	-152	-186	399
	% Deviation	-1.79%	4.49%	4.43%	-3.20%	-3.92%	8.41%
Total Pop	% Hisp	72%	79%	92%	79%	65%	77%
	% NH White	17%	15%	4%	18%	27%	16%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	9%	2%	3%	1%	6%	4%
Citizen Voting Age Pop	Total	2,842	3,098	1,767	2,616	2,722	13,044
	% Hisp	73%	76%	84%	70%	59%	72%
	% NH White	18%	18%	8%	25%	30%	20%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian/Pac.Isl.	9%	2%	8%	3%	6%	5%
Voter Registration (Nov 2016)	Total	2,020	1,931	1,173	1,635	2,248	9,007
	% Latino est.	69%	74%	91%	68%	60%	71%
	% Spanish-Surnamed	62%	66%	82%	61%	54%	63%
	% Asian-Surnamed	7%	4%	3%	3%	5%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	23%	20%	4%	26%	32%	23%
	% NH Black	0%	0%	0%	0%	1%	0%
Voter Turnout (Nov 2016)	Total	1,323	1,160	632	1,072	1,546	5,734
	% Latino est.	66%	70%	92%	64%	56%	67%
	% Spanish-Surnamed	59%	63%	82%	57%	51%	60%
	% Asian-Surnamed	7%	5%	3%	3%	5%	5%
	% Filipino-Surnamed	1%	2%	2%	1%	1%	1%
	% NH White est.	26%	23%	3%	30%	37%	27%
	% NH Black	0%	0%	0%	0%	1%	0%
Voter Turnout (Nov 2014)	Total	751	692	346	694	998	3,481
	% Latino est.	57%	57%	87%	54%	43%	56%
	% Spanish-Surnamed	51%	52%	79%	49%	39%	50%
	% Asian-Surnamed	9%	8%	6%	3%	7%	7%
	% Filipino-Surnamed	0%	1%	0%	1%	1%	1%
	% NH White est.	33%	32%	5%	38%	37%	32%
	% NH Black est.	0%	1%	0%	0%	2%	1%
ACS Pop. Est.	Total	5,158	5,161	4,690	4,507	4,465	23,981
Age	age0-19	32%	33%	35%	33%	28%	32%
	age20-60	50%	52%	53%	53%	49%	51%
	age60plus	18%	15%	12%	14%	23%	16%
Immigration	immigrants	18%	23%	38%	25%	18%	24%
	naturalized	37%	33%	24%	32%	40%	32%
Language spoken at home	english	50%	42%	20%	39%	59%	42%
	spanish	45%	55%	76%	58%	35%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	3%	4%	2%	6%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	22%	37%	22%	15%	23%
Education (among those age 25+)	hs-grad	54%	51%	38%	54%	64%	52%
	bachelor	8%	6%	3%	6%	13%	7%
	graduatedegree	1%	1%	1%	3%	5%	2%
Child in Household	child-under18	39%	44%	49%	46%	38%	43%
Pct of Pop. Age 16+	employed	50%	51%	51%	52%	55%	52%
Household Income	income 0-25k	21%	25%	34%	27%	22%	25%
	income 25-50k	31%	37%	40%	39%	24%	34%
	income 50-75k	19%	18%	16%	17%	18%	18%
	income 75-200k	29%	19%	10%	15%	32%	22%
	income 200k-plus	1%	1%	0%	1%	4%	2%
Housing Stats	single family	91%	87%	86%	83%	82%	85%
	multi-family	9%	13%	14%	17%	18%	15%
	rented	36%	44%	50%	49%	35%	42%
	owned	64%	56%	50%	51%	65%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

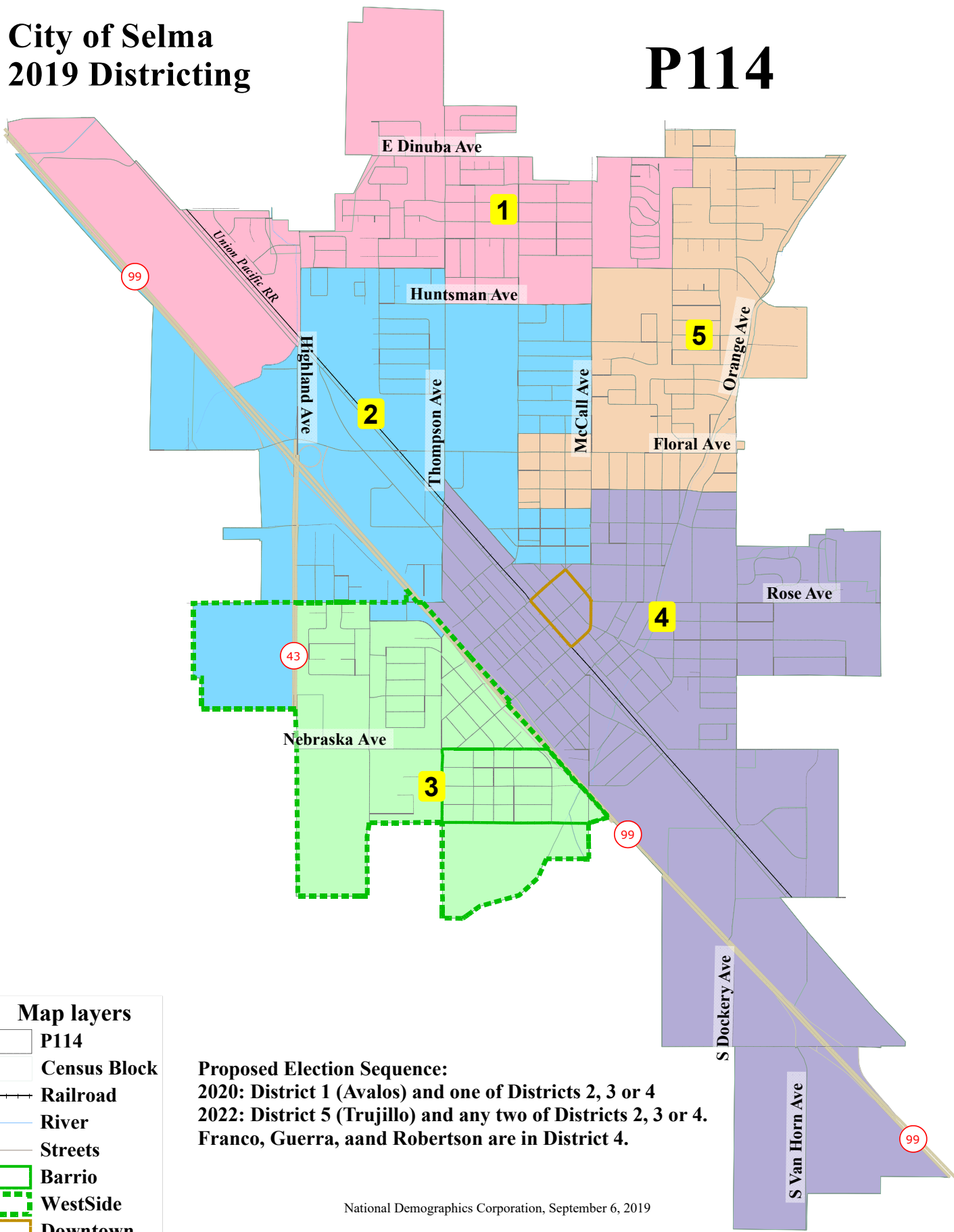
P111



City of Selma - P111 Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,642	4,563	4,858	4,821	4,836	23,720
4,744	Deviation from ideal	-102	-181	114	77	92	295
	% Deviation	-2.15%	-3.82%	2.40%	1.62%	1.94%	6.22%
Total Pop	% Hisp	74%	82%	66%	74%	91%	77%
	% NH White	17%	9%	26%	22%	5%	16%
	% NH Black	1%	1%	1%	0%	1%	1%
	% Asian-American	6%	6%	5%	3%	2%	4%
Citizen Voting Age Pop	Total	2,721	2,647	3,011	2,910	1,755	13,044
	% Hisp	74%	79%	60%	68%	83%	72%
	% NH White	18%	12%	30%	25%	11%	20%
	% NH Black	0%	1%	0%	1%	1%	1%
	% Asian/Pac.Isl.	6%	7%	5%	4%	4%	5%
Voter Registration (Nov 2016)	Total	1,987	1,563	2,291	1,987	1,179	9,007
	% Latino est.	70%	79%	63%	63%	88%	71%
	% Spanish-Surnamed	63%	71%	57%	56%	79%	63%
	% Asian-Surnamed	6%	6%	4%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	23%	12%	31%	30%	6%	23%
	% NH Black	0%	0%	0%	1%	0%	0%
Voter Turnout (Nov 2016)	Total	1,303	894	1,536	1,349	653	5,734
	% Latino est.	67%	76%	59%	60%	87%	67%
	% Spanish-Surnamed	60%	68%	53%	54%	78%	60%
	% Asian-Surnamed	6%	7%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	26%	14%	36%	34%	7%	27%
	% NH Black	0%	0%	0%	1%	0%	0%
Voter Turnout (Nov 2014)	Total	730	502	1,013	874	362	3,481
	% Latino est.	59%	63%	43%	52%	81%	56%
	% Spanish-Surnamed	53%	57%	39%	46%	73%	50%
	% Asian-Surnamed	7%	14%	6%	4%	6%	7%
	% Filipino-Surnamed	0%	0%	1%	0%	1%	1%
	% NH White est.	33%	21%	38%	41%	10%	32%
	% NH Black est.	0%	1%	2%	1%	0%	1%
ACS Pop. Est.	Total	5,025	4,698	4,901	4,783	4,574	23,981
Age	age0-19	33%	34%	30%	32%	35%	32%
	age20-60	51%	52%	50%	51%	53%	51%
	age60plus	17%	15%	21%	17%	12%	16%
Immigration	immigrants	20%	27%	18%	20%	38%	24%
	naturalized	36%	29%	39%	38%	25%	32%
Language spoken at home	english	47%	36%	55%	50%	20%	42%
	spanish	49%	60%	39%	47%	76%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	4%	4%	5%	3%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	27%	16%	16%	37%	23%
Education (among those age 25+)	hs-grad	53%	47%	61%	60%	39%	52%
	bachelor	7%	5%	11%	8%	3%	7%
	graduatedegree	1%	1%	4%	4%	1%	2%
Child in Household	child-under18	41%	44%	39%	44%	49%	43%
Pct of Pop. Age 16+	employed	50%	50%	54%	53%	51%	52%
Household Income	income 0-25k	23%	27%	22%	24%	34%	25%
	income 25-50k	34%	36%	27%	35%	40%	34%
	income 50-75k	18%	17%	18%	18%	16%	18%
	income 75-200k	24%	19%	30%	21%	10%	22%
	income 200k-plus	1%	0%	3%	2%	0%	2%
Housing Stats	single family	89%	89%	83%	81%	86%	85%
	multi-family	11%	11%	17%	19%	14%	15%
	rented	40%	43%	37%	45%	50%	42%
	owned	60%	57%	63%	55%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

P114



Proposed Election Sequence:
 2020: District 1 (Avalos) and one of Districts 2, 3 or 4
 2022: District 5 (Trujillo) and any two of Districts 2, 3 or 4.
 Franco, Guerra, and Robertson are in District 4.

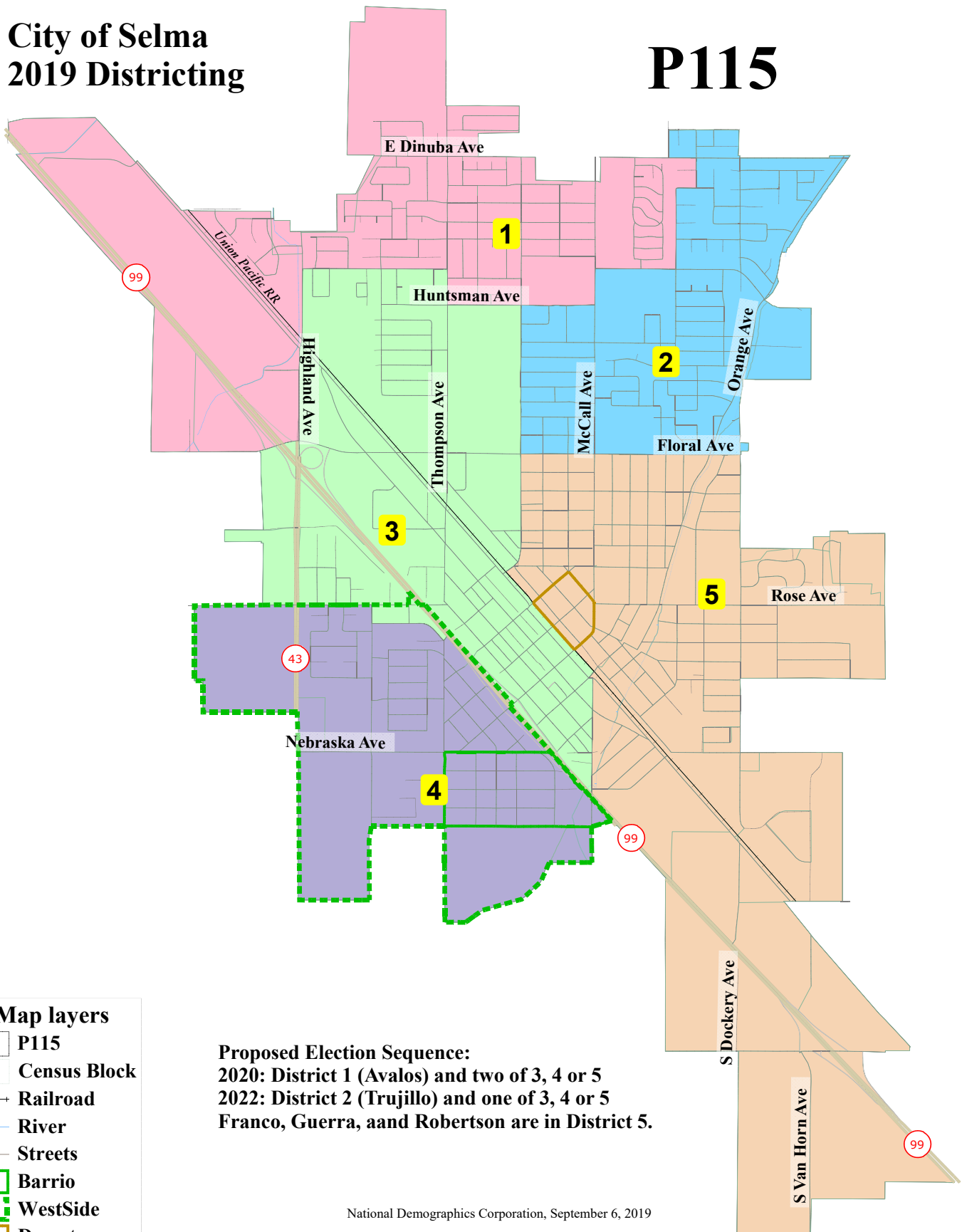
National Demographics Corporation, September 6, 2019

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City of Selma - P114 Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,716	4,800	4,954	4,592	4,658	23,720
4,744	Deviation from ideal	-28	56	210	-152	-86	362
	% Deviation	-0.59%	1.18%	4.43%	-3.20%	-1.81%	7.63%
Total Pop	% Hisp	67%	79%	92%	79%	70%	77%
	% NH White	23%	14%	4%	18%	21%	16%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	8%	3%	3%	1%	6%	4%
Citizen Voting Age Pop	Total	2,923	3,039	1,767	2,616	2,700	13,044
	% Hisp	65%	78%	84%	70%	66%	72%
	% NH White	26%	17%	8%	25%	22%	20%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian/Pac.Isl.	8%	3%	8%	3%	6%	5%
Voter Registration (Nov 2016)	Total	2,366	1,810	1,173	1,635	2,023	9,007
	% Latino est.	67%	74%	91%	68%	62%	71%
	% Spanish-Surnamed	60%	67%	82%	61%	56%	63%
	% Asian-Surnamed	6%	5%	3%	3%	4%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	26%	18%	4%	26%	31%	23%
	% NH Black	0%	0%	0%	0%	1%	0%
Voter Turnout (Nov 2016)	Total	1,577	1,083	632	1,072	1,368	5,734
	% Latino est.	63%	71%	92%	64%	58%	67%
	% Spanish-Surnamed	56%	64%	82%	57%	52%	60%
	% Asian-Surnamed	6%	5%	3%	3%	4%	5%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	30%	21%	3%	30%	35%	27%
	% NH Black	0%	0%	0%	0%	1%	0%
Voter Turnout (Nov 2014)	Total	738	653	346	694	1,049	3,481
	% Latino est.	56%	58%	87%	54%	44%	56%
	% Spanish-Surnamed	50%	52%	79%	49%	40%	50%
	% Asian-Surnamed	8%	9%	6%	3%	7%	7%
	% Filipino-Surnamed	0%	1%	0%	1%	1%	1%
	% NH White est.	35%	30%	5%	38%	36%	32%
	% NH Black est.	0%	1%	0%	0%	2%	1%
ACS Pop. Est.	Total	5,162	5,034	4,690	4,507	4,587	23,981
Age	age0-19	32%	33%	35%	33%	29%	32%
	age20-60	50%	51%	53%	53%	49%	51%
	age60plus	18%	15%	12%	14%	22%	16%
Immigration	immigrants	18%	23%	38%	25%	18%	24%
	naturalized	38%	33%	24%	32%	40%	32%
Language spoken at home	english	51%	42%	20%	39%	57%	42%
	spanish	44%	54%	76%	58%	37%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	4%	4%	2%	5%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	22%	37%	22%	15%	23%
Education (among those age 25+)	hs-grad	55%	51%	38%	54%	63%	52%
	bachelor	8%	6%	3%	6%	12%	7%
	graduatedegree	2%	1%	1%	3%	4%	2%
Child in Household	child-under18	39%	43%	49%	46%	39%	43%
Pct of Pop. Age 16+	employed	51%	50%	51%	52%	55%	52%
Household Income	income 0-25k	21%	25%	34%	27%	22%	25%
	income 25-50k	30%	36%	40%	39%	26%	34%
	income 50-75k	19%	18%	16%	17%	18%	18%
	income 75-200k	30%	20%	10%	15%	30%	22%
	income 200k-plus	1%	1%	0%	1%	4%	2%
Housing Stats	single family	89%	88%	86%	83%	82%	85%
	multi-family	11%	12%	14%	17%	18%	15%
	rented	36%	43%	50%	49%	37%	42%
	owned	64%	57%	50%	51%	63%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

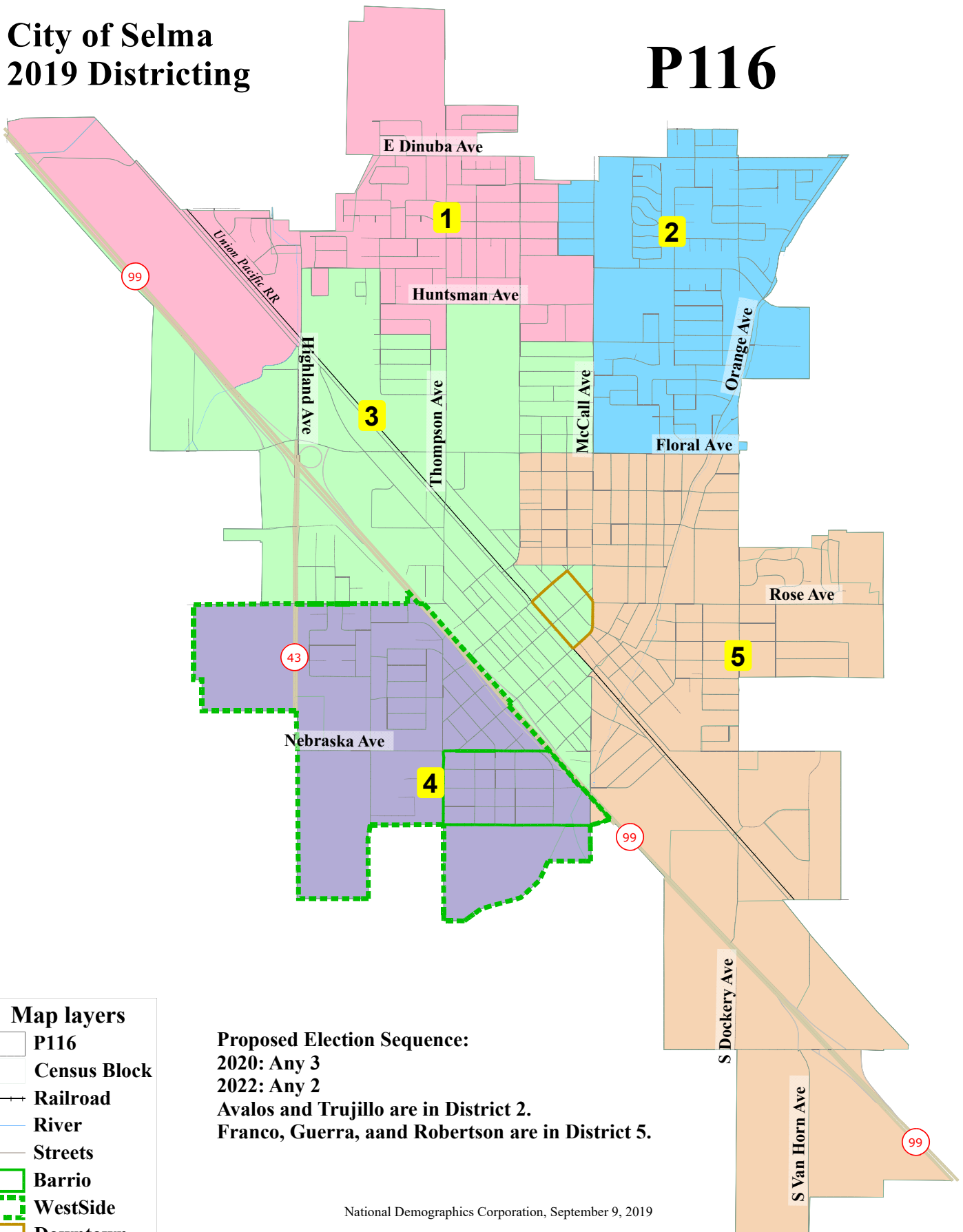
P115



City of Selma - P115 Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,732	4,724	4,674	4,984	4,606	23,720
4,744	Deviation from ideal	-12	-20	-70	240	-138	378
	% Deviation	-0.25%	-0.42%	-1.48%	5.06%	-2.91%	7.97%
Total Pop	% Hisp	67%	70%	85%	92%	74%	77%
	% NH White	23%	22%	9%	4%	23%	16%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	8%	6%	3%	3%	2%	4%
Citizen Voting Age Pop	Total	2,931	2,850	2,711	1,774	2,779	13,044
	% Hisp	65%	66%	83%	83%	66%	72%
	% NH White	26%	23%	11%	8%	28%	20%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian/Pac.Isl.	8%	6%	3%	8%	3%	5%
Voter Registration (Nov 2016)	Total	2,398	2,070	1,545	1,173	1,821	9,007
	% Latino est.	67%	63%	79%	91%	63%	71%
	% Spanish-Surnamed	60%	57%	71%	82%	57%	63%
	% Asian-Surnamed	6%	4%	5%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	26%	30%	13%	4%	31%	23%
	% NH Black	0%	1%	1%	0%	0%	0%
Voter Turnout (Nov 2016)	Total	1,595	1,380	900	632	1,226	5,734
	% Latino est.	63%	60%	76%	92%	59%	67%
	% Spanish-Surnamed	57%	54%	68%	82%	53%	60%
	% Asian-Surnamed	6%	4%	6%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	30%	34%	15%	3%	35%	27%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	740	1,111	512	350	768	3,481
	% Latino est.	56%	44%	65%	87%	52%	56%
	% Spanish-Surnamed	50%	39%	58%	79%	47%	50%
	% Asian-Surnamed	8%	6%	11%	6%	3%	7%
	% Filipino-Surnamed	0%	1%	0%	0%	1%	1%
	% NH White est.	35%	37%	21%	5%	42%	32%
	% NH Black est.	0%	2%	1%	0%	0%	1%
ACS Pop. Est.	Total	5,177	4,752	4,755	4,719	4,578	23,981
Age	age0-19	32%	29%	34%	35%	33%	32%
	age20-60	50%	49%	52%	53%	52%	51%
	age60plus	18%	23%	14%	12%	14%	16%
Immigration	immigrants	18%	18%	27%	38%	22%	24%
	naturalized	38%	40%	29%	24%	36%	32%
Language spoken at home	english	51%	58%	36%	20%	45%	42%
	spanish	44%	36%	60%	76%	54%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	6%	4%	4%	1%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	16%	27%	37%	17%	23%
Education (among those age 25+)	hs-grad	55%	62%	47%	38%	58%	52%
	bachelor	8%	12%	5%	3%	6%	7%
	graduatedegree	2%	4%	1%	1%	3%	2%
Child in Household	child-under18	39%	38%	45%	49%	46%	43%
Pct of Pop. Age 16+	employed	51%	54%	51%	51%	52%	52%
Household Income	income 0-25k	21%	21%	28%	34%	25%	25%
	income 25-50k	30%	24%	38%	40%	40%	34%
	income 50-75k	19%	19%	17%	16%	17%	18%
	income 75-200k	29%	33%	17%	10%	16%	22%
	income 200k-plus	1%	3%	1%	0%	2%	2%
Housing Stats	single family	89%	84%	87%	86%	81%	85%
	multi-family	11%	16%	13%	14%	19%	15%
	rented	36%	34%	46%	50%	50%	42%
	owned	64%	66%	54%	50%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

City of Selma 2019 Districting

P116



City of Selma - P116 Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	4,713	4,632	4,722	5,047	4,606	23,720
4,744	Deviation from ideal	-31	-112	-22	303	-138	441
	% Deviation	-0.65%	-2.36%	-0.46%	6.39%	-2.91%	9.30%
Total Pop	% Hisp	73%	65%	82%	92%	74%	77%
	% NH White	16%	26%	12%	4%	23%	16%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian-American	9%	6%	2%	3%	2%	4%
Citizen Voting Age Pop	Total	2,991	2,780	2,699	1,804	2,769	13,044
	% Hisp	74%	60%	80%	84%	66%	72%
	% NH White	17%	28%	16%	8%	28%	20%
	% NH Black	0%	1%	1%	1%	1%	1%
	% Asian/Pac.Isl.	9%	6%	2%	8%	3%	5%
Voter Registration (Nov 2016)	Total	2,096	2,218	1,682	1,210	1,801	9,007
	% Latino est.	70%	60%	77%	91%	63%	71%
	% Spanish-Surnamed	63%	54%	70%	82%	57%	63%
	% Asian-Surnamed	6%	5%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	22%	32%	16%	4%	31%	23%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2016)	Total	1,352	1,521	994	652	1,214	5,734
	% Latino est.	67%	56%	74%	91%	59%	67%
	% Spanish-Surnamed	61%	51%	67%	82%	53%	60%
	% Asian-Surnamed	7%	5%	5%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	25%	37%	19%	3%	35%	27%
	% NH Black	0%	1%	0%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	766	988	605	362	760	3,481
	% Latino est.	58%	43%	59%	87%	52%	56%
	% Spanish-Surnamed	52%	39%	53%	78%	46%	50%
	% Asian-Surnamed	9%	7%	8%	6%	3%	7%
	% Filipino-Surnamed	1%	1%	1%	0%	1%	1%
	% NH White est.	32%	36%	30%	5%	42%	32%
	% NH Black est.	0%	3%	1%	0%	0%	1%
ACS Pop. Est.	Total	5,243	4,565	4,818	4,778	4,577	23,981
Age	age0-19	32%	28%	34%	35%	33%	32%
	age20-60	50%	49%	52%	53%	52%	51%
	age60plus	18%	24%	14%	12%	14%	16%
Immigration	immigrants	18%	18%	27%	38%	22%	24%
	naturalized	37%	41%	30%	24%	36%	32%
Language spoken at home	english	49%	60%	36%	20%	45%	42%
	spanish	46%	34%	60%	76%	54%	54%
	asian-lang	0%	0%	0%	0%	0%	0%
	other lang	5%	6%	4%	4%	1%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	15%	26%	37%	18%	23%
Education (among those age 25+)	hs-grad	54%	63%	48%	38%	58%	52%
	bachelor	7%	13%	5%	3%	6%	7%
	graduatedegree	1%	5%	1%	1%	3%	2%
Child in Household	child-under18	39%	38%	45%	49%	46%	43%
Pct of Pop. Age 16+	employed	50%	55%	51%	51%	52%	52%
Household Income	income 0-25k	21%	21%	27%	34%	25%	25%
	income 25-50k	32%	23%	37%	40%	40%	34%
	income 50-75k	19%	18%	17%	16%	17%	18%
	income 75-200k	28%	34%	17%	10%	16%	22%
	income 200k-plus	1%	4%	1%	0%	2%	2%
Housing Stats	single family	91%	82%	87%	86%	81%	85%
	multi-family	9%	18%	13%	14%	19%	15%
	rented	36%	33%	45%	50%	50%	42%
	owned	64%	67%	55%	50%	50%	58%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

ITEM NO:

8.b.

SUBJECT: Continued Public Hearing to Receive Public Input Regarding the Composition of and Proposed Boundaries for By-District Election of Four Members of the City Council, with an Elective Mayor

DISCUSSION:

A public hearing to receive input concerning the district maps that had been prepared for election of council members in five districts and the public hearing on an ordinance establishing those five electoral districts, the boundaries, identification number and election order of each district was commenced on September 16, 2019, and ultimately continued to September 27, 2019.

On September 27, 2019, the Council directed the preparation of and presentation for their consideration of an amended Resolution of Intention (No. 2019-37R), so as to allow for the creation of four council member districts with an elective mayor pursuant to Government Code §34886. At that time, the Council directed the continuation of the hearing originally set to consider the selection of a five-district map and an ordinance establishing a by-district election of all five members of the City Council from five districts to the Council's regular meeting on October 7, 2019 and to alter the nature of the public hearing from one for consideration of the selection of the five district map and the ordinance establishing that method of election to one at which the public is invited to provide input regarding the composition of a four district map for the election of council persons with an elective mayor. Accordingly, at this time, staff is recommending the City Council conduct a public hearing to invite public input regarding the composition of the four-district map for election of City Council persons.

In establishing the boundaries of the districts, the legislative body may consider the following factors:

1. Topography.
2. Geography.
3. Cohesiveness, continuity, integrity and compactness of territory.
4. Community of interest of the districts.

In creating the district boundaries, the City must ensure compliance with the following state and federally mandated criteria:

Legal Requirements:

1. Each council district shall contain a nearly equal population as required by law; and
2. Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

In addition to the legal criteria, the City Council may consider other traditional districting principles:

Traditional Districting Principles:

(numbering is for ease of reference and does not indicate priority)

1. Contiguous territory in as compact a form as possible.
2. Respect communities of interest, such as school- and park-connected neighborhoods, rural or urban populations, city planning areas, social interests, agricultural, industrial or service industry interests, or other locally-recognized definitions of communities and neighborhoods, insofar as practicable.
3. Follow visible natural and man-made geographical and topographical features including mountains, flat land, forest lands, highways, canals, etc., insofar as practicable.
4. Respect the previous choices of voters by avoiding the creation of head-to-head contests between Council Members previously elected by the voters, insofar as this does not conflict with Federal or State Law.

The formation of electoral districts consisting of four districts from which members of the City Council shall be elected, while the Mayor is elected on a city-wide basis, also involves a determination of the sequencing of the elections and the term of the elective mayor. Accordingly, Council should also seek input on the sequencing of the elections, both for City Council members and for the elective mayor and the term of office of the elective mayor, whether a two year or four-year term.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Consultant (NDC) to attend meetings as necessary (estimated at \$2,000 per meeting)		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund Fund Balance:		None

RECOMMENDATION:

It is recommended that the City Council invite and receive from the public input regarding the composition of districts, the sequencing of elections for the four city council districts and one elective mayor position, and the term of office of the Mayor.

<u>/s/</u>	<u>10/4/2019</u>
Neal E. Costanzo, Special Counsel	Date
<u>/s/</u>	<u>10/4/2019</u>
Teresa Gallavan, City Manager	Date

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

October 7, 2019

ITEM NO: 9.

SUBJECT: Consideration of a Resolution approving the application for Community Development Block Grant ("CDBG") funding for fiscal year 2020-2021

BACKGROUND: Every year Fresno County and the Federal Department of Housing and Urban Development require submittal of an application package for each proposed CDBG project.

DISCUSSION: The project application for the 2020-2021 funding cycle is the:

"Downtown Sidewalk ADA Improvements"

The proposed activity includes improvements in the public right of way to remove access barriers and trip hazards in the downtown district.

The Engineer's estimate for this project is \$531,000, with \$215,000 available in CDBG funds. The project will be designed and bid to provide flexibility in choosing the improvements constructed with this project and utilize all available funds. Any street block subject to improvements must be completely improved; in other words, spot improvements cannot be performed unless the improvement creates a block free of access barriers. Additional funding or future projects will be required to complete the proposed scope of work.

The City Council is required to hold a public hearing to solicit input from the community for the use of CDBG funds for fiscal year 2020-2021. Notice of public hearing was published in the September 25, 2019 Selma Enterprise.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$215,000; construction will be prioritized based upon available funding and ability to provide complete blocks with compliant paths of travel.		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: CDBG \$215,000 Fund Balance:		None

RECOMMENDATION: Staff recommends that the City Council: (1) open the public hearing and take public testimony; and (2) adopt the resolution approving the Fresno County Community Development Block Grant Program application package for funding year 2020-2021.

<u>/s/</u>	<u>10/3/2019</u>
Joey Daggett, City Engineer	Date
 <u>/s/</u>	 <u>10/3/2019</u>
Teresa Gallavan, City Manager	Date

RESOLUTION NO. 2019 – ____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,
APPROVING THE APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FUNDING
FOR FISCAL YEAR 2020-2021**

WHEREAS, the City of Selma is applying for the Community Development Block Grant (“CDBG”) funding for the fiscal year 2020-2021 from the County of Fresno Community Development Department for the following proposed project; and

WHEREAS, the proposed Downtown Sidewalk ADA Improvements includes removal of access barriers and trip hazards including curb ramps, sidewalk, and brick pavers uplifted by tree roots. The project will also include removal of the trees and restoration of improvements including irrigation and electrical disturbed by tree removal.

WHEREAS, the Engineer’s estimate for this project is \$531,000 and the amount of the application is \$215,000; and

WHEREAS, on October 7, 2019, the City Council held a duly noticed public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council does hereby approve the application for the CDBG project for the fiscal year 2020-2021, and it is to be sent to the County of Fresno Community Development Department for approval.

Section 3. The City Manager is hereby authorized to sign the necessary project agreement once received from the County of Fresno and any amendments to the agreement thereof, upon approval as to form by the City Attorney, to effectuate the direction set forth in this Resolution.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 7th day of October 2019, by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk